

University of Maryland College Park



Request for Proposal (RFP) No. 212022-SHIP for Student Health Insurance Plan (SHIP)

Issue Date:	<u>November 11, 2021</u>
Pre-Proposal Conference:	<u>November 17, 2021; 4:00-6:00PM</u>
Deadline for Questions:	<u>November 22, 2021 at 5:00 PM</u>
Proposal Due Date:	<u>November 29 2021 by 3:00 PM</u>
Oral Presentations (if applicable):	<u>Tentatively, December 06, 2021 – December 08, 2021</u>
Winter Break – UMD Closed:	<u>December 23, 2021 through January 1, 2022</u>
Notice of Intent to Award:	<u>Tentatively January 3-4, 2022</u>
Procurement Officer:	<u>Benita F. Scott (bscott13@umd.edu)</u>

*** All times listed are Local Time, College Park, MD**

WARNING: Offerors who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address in order that amendments to the RFP or other communications can be sent to them. Offerors who fail to notify the Issuing Office with this information assume complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

Offerors are cautioned not to make changes to any of the terms and conditions in this solicitation. Doing so may render an Offeror's proposal unacceptable and subject to rejection. Questions and comments must be addressed to the point of contact identified in Section A-1, Item 9 of this document.

**Minority Business Enterprises
Are Encouraged to Respond to this Solicitation**

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PART I – THE SCHEDULE
SECTION A-1 – SOLICITATION / CONTRACT FORM

1. CONTRACT NUMBER	2. SOLICITATION NUMBER 212022-SHIP	3. TYPE OF SOLICITATION NEGOTIATED (RFP)	4. DATE ISSUED 11/11/2021	5. REQUISITION NUMBER Not Applicable
6. ISSUED BY UNIVERSITY OF MARYLAND COLLEGE PARK DEPARTMENT OF PROCUREMENT AND STRATEGIC SOURCING 2113-R CHESAPEAKE BUILDING COLLEGE PARK, MARYLAND 20742			7. ADDRESS PROPOSAL TO SEE BOX FOLDERS LISTED BELOW IN ITEM #8.	

SOLICITATION

8. Sealed proposals in original plus number of copies specified in Section A-2, Subsection D for furnishing the supplies or services in the Schedule will be received at: **Technical:** <https://umd.app.box.com/f/ada1230f4db0448881f4aec18e902728> ; and
Financial: <https://umd.app.box.com/f/76f5db8193294214a604a4fc3311c041>

CAUTION – LATE Submissions, Modifications, and Withdrawals; see Section A-2, Subsection F entitled "Late Proposals". **All offers are subject to all terms and conditions contained in this solicitation.**

9. FOR INFORMATION CALL	A. NAME Benita F. Scott, MBA	B. TELEPHONE (NO COLLECT CALLS) AREA CODE 301 NUMBER 405-5840	C. E-MAIL ADDRESS bscott13@umd.edu	D. FAX NUMBER N/A
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OFFER (Must be fully completed by Contractor)

10. In compliance with the above, the undersigned agrees, if this offer is accepted within the time period specified in Section A-2, Subsection G, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

11. ACKNOWLEDGEMENT OF AMENDMENTS

The Contractor acknowledges receipt of all amendments to the SOLICITATION.

This contract incorporates the Solicitation and any amendments thereto, as well as Contractor's proposal and amendments thereto. In the event of a conflict, the University of Maryland/University System of Maryland's Terms and Conditions shall take precedence over any terms specifically identified in Contractor's Proposal. The University/Universities are not and shall not be bound by any other terms in or referenced by Contractor's Proposal, invoices, form(s), or online terms and conditions unless such terms are specifically incorporated herein. This contract, including the documents incorporated by reference and any negotiated changes prior to contract award, contains the entire agreement of the parties and supersedes all prior agreements and understandings, oral or otherwise, between the parties.

12. NAME, ADDRESS AND FEI NUMBER OF CONTRACTOR			13. CONTRACTOR REMIT-TO ADDRESS		14. NAME TITLE AND E-MAIL OF PERSON AUTHORIZED TO SIGN OFFER (Print or Type)	
15. TELEPHONE NUMBER	16. SIGNATURE		17. OFFER DATE			
AREA CODE	NUMBER	EXT.				

AWARD (To be completed by University)

18. ACCEPTED AS TO ITEMS LABELED	19. AMOUNT	20. KFS ACCOUNT NUMBER
21. ADMINISTERED BY (If other than Item 6)		
22. NAME OF PROCUREMENT OFFICER +*-6 (Type or Print)	23. UNIVERSITY OF MARYLAND (Signature of Procurement Officer)	24. AWARD DATE

IMPORTANT – Award will be made on this Form or by other authorized official written notice.

Section A-2 - Instructions, Conditions and Notices to Offerors

A. ISSUING OFFICE

The sole point of contact at the University of Maryland, College Park (hereinafter “University” or “University of Maryland”) for purposes of this Request for Proposal (RFP) is the Issuing Office. The University of Maryland College Park is issuing this RFP on behalf of the University System of Maryland. The location of the Issuing Office is contained in Part I, Section A-1, Item 6 of this document. Point of contact information is listed in Part I, Section A-1, Items 9(a) through 9(d) of this document.

B. PRE-PROPOSAL CONFERENCE

THE PRE-PROPOSAL CONFERENCE WILL BE HELD VIA
ZOOM LOGISTICS:

Benita F Scott is inviting you to a scheduled Zoom meeting.

Topic: SHIP PRE-NOVEMBER 17, 2021 4:00 -6:00pm Eastern Time (US and Canada)

Join Zoom Meeting

<https://umd.zoom.us/j/7382093688>

Meeting ID: 738 209 3688

One tap mobile

+13017158592,,7382093688# US (Washington DC)

+13126266799,,7382093688# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 436 2866 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 738 209 3688

Find your local number: <https://umd.zoom.us/u/aDui8zMNO>

C. QUESTIONS

Each Offeror is responsible for reading carefully and understanding fully the terms and conditions of this RFP. All contact between Offerors and the University will be formally made at scheduled meetings or in writing through the Issuing Office. **Requests for clarification or additional information must be made in writing to the Procurement Officer** and received at the Issuing Office no later than **November 22, 2021 at 5:00 PM EDT (Local Time, College Park, MD)**. Such requests should contain the following: **“QUESTIONS: RFP # 212022-SHIP”**. Only written communications relative to the procurement shall be considered. Hard copy, facsimile and electronic mail are acceptable methods for submission of questions. It is incumbent upon the Offeror to verify University receipt of their questions.

All questions will be answered in writing. Both questions and answers will be distributed, without identification of the inquirer(s), to all Offerors who are on record with the Procurement Officer as having received this RFP. No oral communications can be relied upon for proposal purposes.

To the extent that a question causes a change to any part of this RFP, an amendment shall be issued addressing such.

D. SUBMISSION OF PROPOSALS

Proposals must be:

- (1) submitted in the format set forth herein;
- (2) made in the official name of the firm or individual under which Offeror's business is conducted (including the official business address);
- (3) signed by a person duly authorized to commit Offeror to the proposal;
- (4) submitted to the box addresses listed above;
- (5) separated into Technical and Financial volumes, and
- (6) addressed to the Procurement Officer identified in **Section A-1, Item 9 and sent to the Box Folders shown in Section A-1, Item 8.**

The Offeror must submit one original (marked "original") electronic copy of the Technical Proposal plus one original Financial volume submitted to the separate box folder. The electronic copy must be submitted via box folders and should be clearly marked with the Offeror's name and RFP number. Commingling of technical and financial information or failure to submit the two volumes separately WILL result in the proposal being deemed **NON-ACCEPTABLE** and thereby rejected. The volumes, which contain original documents, should be clearly identified as the **ORIGINAL Technical or the ORIGINAL Financial Volume**.

NOTE: ELECTRONIC COPIES OF PROPOSALS ARE PERMITTED. UMD WILL RECEIVED ELECTRONIC COPIES OF PROPOSALS IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:

- (1) Electronic submissions will be accepted through BOX ADDRESSES ONLY.**
- (2) LATE PROPOSALS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.**
- (3) THE ORIGINAL TECHNICAL VOLUME AND THE ORIGINAL FINANCIAL VOLUME MUST BE RECEIVED BY THE DEPARTMENT OF PROCUREMENT AND Business Services ON OR BEFORE THE DUE DATE AND TIME.**
- (4) PROPOSALS CONVEYED BY TELEFAX OR EMAIL WILL NOT BE ACCEPTED**

E. CLOSING DATE

Proposals must BE SUBMITTED TO BOTH BOX FOLDERS PER Section A, Item 8 of this document on or before

November 29, by 3:00 PM EDT (Local Time), in the format set forth herein.

Proposals, amendments to proposals or requests for withdrawal of proposals arriving after the closing time and date shall not be considered. There shall be no public opening of the proposals. The names of Offerors will not be released until after the award.

F. LATE PROPOSALS

Any proposal, request for withdrawal, or modification of a proposal including a Best and Final Offer (BAFO) that is not received at the designated location, time and date set forth herein will be considered late and shall not be considered. e-Delivery of the proposal to the specified location by the prescribed time and date is the sole responsibility of the Offeror. Exceptions may be authorized, at the sole discretion of the Procurement Officer, when the reason for the late proposal, late request for withdrawal, late modification of a proposal or BAFO is due to the action or inaction of the University. A record of the late proposal, request for withdrawal, modification of a proposal or BAFO shall be made in the appropriate procurement file.

G. DURATION OF PROPOSAL OFFER

Proposals shall be valid for a minimum of 180 days following the closing date of this RFP. If an award is not made during that period, the proposal shall automatically extend for another 180 days, unless the Offeror gives specific written notice to the Procurement Officer at least 15 days before the expiration of the then current 180-day period. Proposals shall automatically renew for an additional 180 days until an award is made or proper written notice is given to the University of Offeror's intent to withdraw its proposal. By submission of a proposal, Offeror guarantees that its offer shall be firm for the period specified above.

H. AMENDMENTS TO THE RFP

If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an amendment to Offerors who are on record with the Procurement Officer as having received this RFP. All amendments shall become a part of this RFP. Each Offeror must acknowledge receipt of amendments, and the failure of an Offeror to acknowledge any amendment shall not relieve the Offeror of the responsibility for complying with the terms thereof.

I. ALTERNATE PROPOSALS

Alternate proposals shall not be allowed or accepted, nor will they be considered, for this solicitation.

J. ECONOMY OF PREPARATION

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the offer and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

K. UNABLE TO PROPOSE

If Offeror is unable or unwilling to submit a proposal in response to the requirements, Offeror must indicate such in writing to the Procurement Officer on or before the proposal due date. Hard copy, and electronic mail are acceptable. Please include a brief explanation of the rationale for non- submission of a proposal.

L. PUBLIC INFORMATION ACT NOTICE

Offerors shall specifically identify those portions of their proposals that they deem to contain confidential, proprietary information or trade secrets and shall provide specific justification, with respect to each separate portion identified, why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

In order for such claims of confidentiality to be considered, Offerors must clearly identify and provide individual justification for each and every section that is claimed to contain confidential, proprietary information or trade secrets. It is **NOT** sufficient to preface your proposal with a proprietary statement, or to use a page header or footer that arbitrarily marks some or all pages as confidential. General claims of confidentiality or similar blanket designations shall not be effective.

M. TWO VOLUME PROPOSAL

The selection procedure for this procurement requires an independent evaluation of the technical and financial proposals. This separation allows for evaluation of technical proposals on their technical merit only. Consequently, Offeror shall submit its proposal in two separately sealed volumes as indicated below. No pricing information is to be included in the technical proposal.

See Part IV, Section L for additional details pertaining to the evaluation process.

1. VOLUME I - TECHNICAL

This volume should be prepared in a clear and concise manner with pages numbered. The technical volume shall not contain any price information. If such is included in the technical volume, it **will not** be evaluated by the financial evaluation committee. Volume I must contain the following sections:

a. CONTENTS AND FORMAT

- i. Failure to include any of the items listed below may result in a determination by the Procurement Officer that the Proposer is not reasonably susceptible of being selected for award.
- ii. Order of proposal: Compile the Technical Proposal in the order shown below, with tabs or equivalent to indicate different sections of the proposal.
 - Section A-1 – Solicitation/Contract Form
 - Table of Contents
 - Executive Management Summary
 - Functional Requirements Matrix (see Section C)
 - Additional Support Documentation (Any additional support documentation, required or otherwise provided)

- Acknowledgements of any Amendments issued
- Affidavits (see Section K):
 - Bid/Proposal Affidavit
 - Contract Affidavit
 - Conflict of Interest Information, Affidavit and Disclosure
 - Social Responsibility Information, Affidavit and Disclosure
 - Certification Regarding Investment Activities in Iran

iii. The University may make a final determination regarding a proposal's acceptability solely on the basis of the proposal as submitted.

b. SPECIFICATIONS

Offerors are urged to read the specifications very carefully and to submit their questions, in writing, by the due date for questions. Misinterpretation of specifications by the Offeror shall not relieve the Offeror of responsibility to accurately address the requirements of this RFP or to perform the contract, if awarded.

The information/items specified herein must be addressed in the technical proposal. The proposal must expressly indicate that it satisfies each point of the RFP requirements and specifications, reference Section C. Simple YES or NO responses to stated requirements are insufficient. **Rather, the Offeror must describe in detail how the proposed products and/or services meet or exceed the stated requirements.** Additionally, the Offeror must explain any exception or deviation from the requirements.

Proposals must be:

- a) submitted in the format set forth herein,
- b) made in the official name of the firm or individual under which Offeror's business is conducted (including the official business address),
- c) signed by a person duly authorized to commit Offeror to the bid,
- d) submitted to the box folders and clearly marked with the assigned RFP number,
- e) separated into independent Technical and Financial Proposal Volumes
- f) addressed to the Procurement Officer identified in Section A-1, Item 9 and sent to the address shown in Section A-1, Item 8.
- g) The Offeror must submit one (1) original (marked "original") to each box folder.
 - The volume which contain original documents, should be clearly identified as the **ORIGINAL Technical Volume**
 - Technical Proposal must contain:
 - Offerors must complete Items 11, 12, 13, 14, 15, 16 and 17 of the Solicitation / Contract Form (Section A-1) of this document and include **TWO** signed originals as part of Offeror's Technical proposal, in the original Technical Volume. Failure to submit these signed documents may cause the Offeror's proposal to be rejected, at the sole discretion of the University.

Offerors are urged to read the specifications very carefully and to submit their questions, in writing, by the due date for questions. Misinterpretation of specifications by the Offeror shall not relieve the Offeror of responsibility to accurately address the requirements of this RFP or to perform the contract, if awarded.

2. VOLUME II - FINANCIAL

This volume consists of and must contain the following items. **Offerors shall not include any technical information or specifications in the financial volume. If such are included in the financial volume, they will not be evaluated by the technical evaluation committee.**

a. PRICING SECTION

This volume shall be in accordance with Section B – Pricing.

b. FINANCIAL VIABILITY

The University reserves the right to require, during proposal evaluation, that the Offeror provide a copy of its most current Annual Report or audited Statement of Financial Condition to include a Balance Sheet, Income Statement and Cash Flow Statement or other acceptable financial information. These documents may be relied on in any determination regarding Offeror financial responsibility.

c. *Reserved*

d. NOTICES INFORMATION

Offerors must complete Section G.5 and submit this information as part of their financial proposal.

N. CANCELLATION OF THE RFP

The University may cancel this RFP, in whole or in part, or reject all proposals submitted in response to the RFP when such action is determined to be fiscally advantageous to the University and/or the State or otherwise in the best interest of the University and/or the State.

O. ORAL PRESENTATIONS/DEMONSTRATIONS

The top rated Proposals will be required to provide oral presentations to University staff and possibly students with an opportunity to review the proposed health insurance and ask questions. At the sole discretion of the Procurement Officer, short-listed Proposers may be invited to provide an oral presentation and product demonstration. Information provided during this phase will be used to supplement the prior evaluation of the written technical proposal and the final evaluation of technical capabilities will take into account both the written technical proposal and the oral presentation/product demonstrations.

The Oral Presentations/Demonstrations are tentatively scheduled between December 06, 2021 thru December 8, 2021. Each Proposer should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as its qualifications to furnish the specified products and services. Notwithstanding the possibility of a request for an oral presentation, Proposers shall not rely on the possibility of such a request and shall submit a complete and comprehensive written response to this solicitation.

1. The University reserves the right to waive the Oral Presentation/Product Demonstration, in which case the technical evaluation will be based on the written technical proposal submittal alone. Proposers are therefore encouraged to submit the best possible proposal at each opportunity for submittal.

2. The date and time of the oral presentation/product demonstration will be determined by the University upon evaluation completion of Technical Proposals. The actual date will be verified with the applicable Offerors at the time the presentation is requested.
3. The format of the oral presentation will be determined by the University. Formal written instructions for the requested format will be sent to each Proposer invited to provide an Oral Presentation.
4. The criteria and format of the demonstration will be provided with the written request to conduct an oral presentation.

P. SOLICITATION, PROPOSAL ACCEPTANCE, AWARD AND DISCUSSIONS

This RFP creates no obligation on the part of the University to award a contract or to compensate Offerors for proposal preparation expenses. The University reserves the unilateral right to cancel this solicitation at any time and to accept or reject any and all proposals, in whole or in part, received in response to this RFP; the unilateral right to award a contract in whole or in part; to award a contract to one Contractor; to waive or permit cure of minor irregularities; and to conduct discussions with Offerors in any manner necessary to serve the best interest of the University.

Discussions may be conducted with those Offerors who submit proposals initially judged by the Procurement Officer to be reasonably susceptible of being selected for award. However, the University reserves the right to award a contract based upon the proposals received without further discussions.

Q. EVIDENCE OF RESPONSIBILITY

Prior to the award of a contract pursuant to this RFP, the Procurement Officer may require Offeror to submit such additional information bearing upon Offeror's ability to perform the contract as the Procurement Officer deems appropriate. The Procurement Officer may also consider any information otherwise available concerning the financial, technical, and other qualifications or abilities of the Offeror.

R. ELECTRONIC FUNDS TRANSFER (EFT)

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds Registration Request Form, which may be found on the following website:

http://compnet.comp.state.md.us/General_Accounting_Division/Vendors/Electronic_Funds_Transfer/

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

See Payment of University Obligations clause in PART II, Contract Clauses, Section I for additional information.

S. FORMATION OF AGREEMENT/CONTRACT WITH SUCCESSFUL CONTRACTOR

This Contract shall also include any other forms or documents deemed necessary by the Procurement Officer.

This RFP and any resulting contract shall be governed by the University System of Maryland Procurement Policies and Procedures. These policies and procedures may be viewed at the following web site: www.purchase.umd.edu Click on this web site, then select the category "Policies", and then "Policies & Procedures", followed by "USM Procurement Policies & Procedures".

T. DEBRIEFING OF UNSUCCESSFUL PROPOSORS

A debriefing of an unsuccessful proposer shall be conducted upon written request submitted to the Procurement Officer within ten (10) days of the date on which the proposer knew, or should have known, its proposal was unsuccessful. The debriefing shall be limited to a discussion of the proposer's unsuccessful proposal. The debriefing will be oral and shall provide information on areas in which the proposal was deemed weak or insufficient. The debriefing may NOT include discussion of a competing Offeror's proposal or discussion, thoughts, notes or ranking from an individual evaluation committee member. A summarization of the procurement officer's rationale for the selection may be given. Debriefings shall be conducted at the earliest feasible time.

U. CONTRACT IMPLEMENTATION MEETING

Contractor receiving an award under this solicitation may be required to attend a Contract Implementation Meeting to be held after contract award, as scheduled by the Procurement Officer. The location and agenda for this meeting will be communicated to the Contractor by the Procurement Officer.

V. NOTICE TO OFFERORS - SMALL BUSINESS RESERVE PROCUREMENT – *Not Applicable to this Procurement*

W. LIVING WAGE REQUIREMENTS – *Not Applicable to this Procurement*

X. ECONOMIC BENEFITS TO THE STATE OF MARYLAND – *Not Applicable to this Procurement*

Y. CONTRACTOR REPORTING OF SUSPECTED CHILD ABUSE AND NEGLECT

1. Maryland Law requires persons who suspect child abuse or neglect to report it. Contractors must comply with the University System of Maryland Board of Regents VI.1.50 Policy on the Reporting of Suspected Child Abuse and Neglect. This Policy, available at <http://president.umd.edu/policies/vi-150.html>, is incorporated into the contract.

2. The University reserves the right to terminate the Contract if the Contractor fails to comply with this policy or, if the University judges Contract Termination to be necessary to protect a child's safety or welfare.

Z. INDEFINITE-DELIVERY/INDEFINITE QUANTITY (IDIQ) CONTRACT

Under this IDIQ contract, Contractor shall be paid **only** for Items/Services contracted, via orders placed by authorized individuals, at the quantities and pricing structure contained herein. The price discount structure in the pricing sheet shall apply to all products.

AA. ITEMS ORDERED AND DELIVERED

The contractor is authorized to provide only those Items/Services covered by the contract and specifically identified via orders placed by authorized individuals. If a review of orders placed by the Contractor reveals that Items/Services other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Procurement Officer as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract/renewal. The Procurement Officer may take such steps as are necessary to have the items returned by the University, regardless of the time between the date of delivery and discovery of the violation. In such an event, the contractor shall reimburse the University the full purchase price.

AB. COMMERCIAL NONDISCRIMINATION CLAUSE

A. "As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under State Finance and Procurement Article, Title 19, Annotated Code of Maryland. As part of this compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

B. The Contractor shall include the provision in §A of this regulation in all subcontracts to the State contract.

C. The following provision is mandatory for all State contracts: As a condition of entering into this Agreement, upon the request of the Maryland Commission on Human Relations, and only after the filing of a complaint against Contractor under State Finance and Procurement Article, Title 19, Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under State Finance and Procurement Article, Title 19, Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions."

AC. PROTECTION OF UNIVERSITY DATA

UNIVERSITY DATA: All data residing on or flowing through servers used by or in the conduct of, the effort described in the Statement of Work shall remain the property of the University/the Universities and shall be considered confidential or proprietary, as defined in section 2.0 below.

1. University Data: University will provide Contractor access to University Data subject to the following terms and conditions:
 - 1.1 University grants Contractor a nonexclusive, nontransferable right and license to access and use University Data solely to fulfill its obligations with respect to implementation and conduct of the statement of work herein defined.
 - 1.2 The license granted to Contractor does not grant Contractor any rights to copy, distribute, transfer, license, or sell University Data to any third parties or to use University Data for any purpose not directly related to this Contract.
 - 1.3 Contractor agrees to limit access to University Data to those of its officers, agents and/or employees who are assigned to work on this Contract and who require access to University Data in order to fulfill Contractor's obligations hereunder.
 - 1.4 Under no circumstances will the Contractor disclose University Data, in whole or in part, to any person or entity except as authorized under this Contract.
 - 1.5 Contractor acknowledges receipt of and agrees to comply with the Policy On Confidentiality And Disclosure Of Student Records (III-6.30: Approved by the Board of Regents, January 11, 1990) and University of Maryland Policy and Procedures on the Disclosure of Student Educational Records (III-6.30(A): Pres. 1991, 1996, 1997, III-6.30A), as amended from time to time, and available on line respectively at <http://www.usmh.usmd.edu/regents/bylaws/SectionIII/III630.html> and <http://www.president.umd.edu/administration/policies/section-iii-academic-affairs/iii-630a>. These policies are hereby incorporated as part of this agreement.
 - 1.6 Contractor shall fully and promptly comply with regulations that may be promulgated by the State or Federal governments concerning the privacy of University Data that Contractor uses and accesses pursuant to this Contract.
 - 1.7 **Contractor shall notify University of any breach in the security of University Data immediately upon becoming aware of such breach.** Notice shall be issued simultaneously to the University Program Manager and University Procurement Officer, in writing, and shall describe the date, nature and scope of the breach, the causes of the breach, and all steps Contractor has taken as of the date of the notice to remedy the breach. Contractor will use its best efforts and cooperate fully with the University to respond to any such breach.
 - 1.8 University Data is deemed to be Confidential and Proprietary Information for purposes of Section 1.0.
2. Confidential Information
 - 2.1 Definition. Confidential Information means University Data and other information, whether in written, oral, graphic, electronic or physical form, including but not limited to scientific knowledge, know-how, processes, inventions, techniques, formulae, data, plans, and business practices, that are not generally known to the public and that, if tangible, is clearly marked by the disclosing party as Confidential Information at the time of disclosure and which, if oral, is summarized and identified in a writing as Confidential Information that is submitted to the receiving party within ten (10) days of initial disclosure.
 - 2.2 Exclusions. Confidential Information does not include information that:
 - 2.2.1 is developed by a receiving party independently and without the benefit of Confidential Information disclosed by the disclosing party;
 - 2.2.2 a receiving party lawfully obtains from a third party without restriction;
 - 2.2.3 is or becomes publicly available through no wrongful act of a receiving party;
 - 2.2.4 is known to the receiving party prior to receipt from the disclosing party;

2.2.5 a receiving party is obligated to produce to comply with applicable laws or regulations, including the Maryland Public Information Act, or pursuant to an order of a court of competent jurisdiction or a valid administrative or congressional subpoena, provided the party receiving such order notifies the disclosing party prior to such disclosure so it may take appropriate action.

2.3 Obligations. In addition to the obligations of Contractor with respect to University Data under section 1 above, a receiving party shall use reasonable efforts to protect the confidentiality of Confidential Information it receives under this Contract, specifically, a receiving party will disclose Confidential Information it receives to only to those of its officers, agents and employees who are working on this Contract and have a need to know. A receiving party shall obtain the agreement of those to whom Confidential Information is disclosed to abide by the obligations set forth in this section. The receiving party will not disclose Confidential Information to any third parties without the prior written approval of the disclosing party. The obligations of confidentiality with respect to Product Deliverables and University Data shall remain in effect until they lose their status as Confidential Information. The obligations of confidentiality with respect to all other Confidential Information received under this Contract shall expire three (3) years after the expiration of the Term.

Section B – Pricing

Offerors shall submit their proposal for pricing on the Price Proposal Form provided in the RFP. The price proposal form must be completed in full for each proposal and shall be incorporated herein.

The proposed pricing shall be entered in the cells shaded in GREEN on the Price Proposal Form.

No pricing information is to be included in the Technical Proposal.

Price evaluation will be based on the unit prices of insurance premiums and the associated costs and fees. Offerors are required to submit unit prices for insurance which are fully burdened. Fully burdened unit prices proposed must include all implementation services and vendor's travel expenses, and any vendor-required software, maintenance and support. Insurance will be provided on an Indefinite Delivery, Indefinite Quantity (IDIQ) basis, as requested by the University. The University does not guarantee any minimum or maximum annual expenditures.

Blanks on the price proposal form will be interpreted as zero (0) and no price will be allowed for that item.

The Statement of Work is described in Section C of this document.

ADDITIONAL INFORMATION FOR THE FINANCIAL PROPOSAL

UMD desires to enter into a long-term partnership with the selected carriers. Propose any rate guarantee or pricing strategy intended to provide UMD with a stable and predictable price structure in the next five years. The Financial Proposal should include an additional narrative that supports the proposed rate guarantee or pricing strategy being offered.

FUTURE OPTION YEAR PRICES

The University seeks realistic initial year unit prices of insurance premiums with **A SECOND-YEAR RATE CAPAS PART OF THE PRICING PROPOSAL** with normal rate fluctuations in subsequent years. Written notice of intention by the Contractor to adjust premium rates for the next policy year shall be given to the University not less than 90 days prior to the renewal date. Any revision in annual rates must be justified and made available for the University's review and approval by February 1st annually.

While we recognize the right of the carrier to quote future renewal premiums, it is expected that such premiums will be based on precise claim experience and any rate guarantee or pricing strategy proposed. The carrier is also expected to discuss with the University the assumptions and methodology used in the rate development on an annual basis. **Written documentation which justifies the negotiated renewal rates and methodology required, to the satisfaction of UMD and ALL Participating Institutions.**

Price Proposal Form

Page 1 of 3

**ADDITIONAL INSTRUCTIONS: PROVIDE A SEPARATE PRICE FOR EACH INSTITUTION
AND ALSO PROVIDE A COMBINED PRICE FOR ALL PARTICIPATION INSTITUTIONS.**

Offeror Name:			
Item No.	Description	Quantity	Unit Price
<u>Medical Insurance</u>			
<u>Coverage Reference Section C. – Matrix Item # 4.3.1</u>			
Include below rates for the medical insurance coverages specified. Proposed prices must be firm not-to-exceed amounts for insurance during the initial twelve (12) month insurance effective dates, August 1, 2022 to July 31, 2023 <u>WITH A SECOND-YEAR RATE CAP AS PART OF THE PRICING PROPOSAL</u>			
Annual Rates			
1	Individual	1 year	\$ /year
2	Two-Party	1 year	\$ /year
3	Family	1 year	\$ /year
4			\$ /year
Monthly Rates			
5	Individual	1 month	\$ /month
6	Two-Party	1 month	\$ /month
7	Family	1 month	\$ /month
8			\$ /month
Daily Rates			
9	Individual	1 day	\$ /day
10	Two-Party	1 day	\$ /day
11	Family	1 day	\$ /day
12			\$ /day

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Price Proposal Form

Page 2 of 3

**ADDITIONAL INSTRUCTIONS: PROVIDE A SEPARATE PRICE FOR EACH INSTITUTION
AND ALSO PROVIDE A COMBINED PRICE FOR ALL PARTICIPATION INSTITUTIONS.**

<u>Offeror Name:</u>			
<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>
<u>Administrative Fees and Other Charges</u>			
Include below administrative fees and/or other charges required to meet the requirements identified in Section C. The cost of these additional charges must be included in the overall cost of the Medical Insurance Coverage proposed above in item #'s 1-12, meaning that the pricing proposed below for item #'s 13-21 must be included in the price proposed for the Medical Insurance Coverage.			
13	On-site or Remote Full-time Representative Reference Section C. – Matrix Item # 4.2.5 Vendor employee who will work on-site at the UHC to assist with customer service.	1 year	\$_____/year
14	Medical Evacuation Coverage Reference Section C. – Matrix Item # 4.3.8 Medical evacuation and repatriation coverage for enrollees. This must be provided as supplemental coverage for all enrollees.	1 year	\$_____/year
15	Nurse Triage Line (Optional) Reference Section C. – Matrix Item # 4.3.16 After hours nurse triage line available to <u>University of Maryland, College Park, and Participating Institutions students.</u> NOTE: THIS SHOULD NOT BE INCLUDED IN THE PREMIUM, BUT PRICED SEPARATED AS A “VALUE-ADDED” SERVICE.	1 year	\$_____/year
16	Mental Health Support (Optional) Reference Section C. – Matrix Item # 4.3.13 Online or telephonic mental health support for student enrollees at <u>ALL PARTICIPATING INSTITUTIONS.</u> NOTE: THIS SHOULD NOT BE INCLUDED IN THE PREMIUM IF THIS IS NOT AN INCLUDED SERVICE.	1 year	\$_____/year
17	Third party fees This fee must include all other third party fees and costs included in the Medical Insurance Coverage. An itemized list must also be included if third party fees are from multiple sources.	1 year	\$_____/year

University of Maryland RFP No. 212022SHIP-- for Student Health Insurance

18	Premium Taxes Provide an itemization of ACA and state premium taxes included in the rate.	
19	Target Medical Loss Ratio Identify your proposed target medical loss ratio – provide inclusive and exclusive of taxes listed above.	
20	Retention Provide an itemized breakdown of the retention included in the rate, (i.e., premium tax, ACA taxes, claims administration, marketing, profit, other expenses).	
21	Medical Inflation Rate Indicate medical inflation rates used for 2021-2022.	

Price Proposal Form

Page 3 of 3

**ADDITIONAL INSTRUCTIONS: PROVIDE A SEPARATE PRICE FOR EACH INSTITUTION
AND ALSO PROVIDE A COMBINED PRICE FOR ALL PARTICIPATION INSTITUTIONS.**

<u>Offeror Name:</u>			
<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>
<u>Additional Types of Insurance Coverage</u>			
22	Medical Evacuation Coverage Reference Section C. – Matrix Item # 4.3.8 Medical evacuation and repatriation option to purchase for eligible non-enrollees. This must be provided as supplemental coverage for individual purchases for non-enrollees.	1 year 1 month 1 day	\$_____/year \$_____/month \$_____/day
23	Intercollegiate Athletics (Optional) ICA Coverage is provided separately at UMD, BUT WE ARE REQUESTING PRICING FOR ALL OTHER PARTICIPATING INSTITUTIONS. SEE 4.3.1.5 FOR FULL DETAILS	Aggregate deductible, 1 year 0 disappearing deductible, 1 year \$500 disappearing deductible, 1 year \$1,000 disappearing deductible, 1 year	\$_____/year \$_____/year \$_____/year \$_____/year
24	Spirit Squad (Optional) Coverage provided separately at UMD, BUT WE ARE REQUESTING PRICING FOR ALL OTHER INSTITUTIONS. SEE 4.3.1.4 FOR FULL DETAILS. Voluntary Spirit Squad Insurance. Voluntary supplemental coverage for catastrophic injury insurance for Spirit Squad. This coverage will include spirit squad (cheer and dance) and mascots. Coverage shall be effective in a scheduled game, pep rally, official tournament, game or practice session or while traveling directly to or from such game or practice session or at a non-NCAA function. It is desirable that this coverage	1 year	\$_____/year

University of Maryland RFP No. 212022SHIP-- for Student Health Insurance

	extends to tryouts and walk-ons. The Policy Term will be August 1, 2022 to July 31, 2023		
25	Dental Coverage Reference Section C. – Matrix Item # 4.3.18 Voluntary supplemental dental coverage priced for individual purchases.	1 year	\$_____/year
26	Vision Coverage Reference Section C. – Matrix Item # 4.3.20 Voluntary supplemental vision coverage priced for individual purchases.	1 year	\$_____/year

Section C – Description/Specifications/Statement of Work

1. BACKGROUND

Founded in 1856, University of Maryland, College Park (UMD) is the flagship institution in the University System of Maryland. As a member of the Association of American Universities (AAU) and the Big Ten Conference, UMD is consistently recognized as one of the nation's preeminent public research universities. The university is home to more than 40,000 students, 19,000 faculty and staff, 300 academic programs across 13 schools and colleges, and a \$1.9B annual operating budget. Our faculty includes three Nobel laureates, three Pulitzer Prize winners, 52 members of the national academies and scores of Fulbright scholars, making UMD a global leader in research, entrepreneurship and innovation.

The University Health Center mission is to provide high quality, cost-effective health care and wellness programs in order to promote health and support academic success. Our goal is to be the provider of choice for health care and health information for University of Maryland students, to be recognized as a leader in collegiate health care, to be an important source of services for faculty and staff, and to be an integral part of the University's educational mission.

BACKGROUND ON THE UNIVERSITY SYSTEM OF MARYLAND (USM)

The University System of Maryland (USM) is a public higher education system in the United States, State of Maryland. It comprises twelve universities and three regional higher education centers located throughout the state. With more than 172,000 students at all levels, USM institutions award 78 percent of bachelor's degrees in Maryland. Nearly 50 percent of undergraduates graduate without debt. USM institutions attract more than \$1.4 billion in research and development funding to the state annually and have helped foster the creation of more than 700 startup companies since 2011. The system's Aa1 bond rating enables its institutions to borrow at lower costs to students, families and taxpayers, and related effectiveness and efficiency initiatives have saved Marylanders nearly \$600 million in administrative costs since 2004.

The USM is governed by a board of regents and led by a chancellor, who serves as the CEO of the university system and leads the USM Office.

A 17-member volunteer Board of Regents, including one full-time student, governs the University System of Maryland. Appointed by the governor, the regents oversee the system's academic, administrative, and financial operations; formulate policy; and appoint the USM chancellor and the presidents of the system's 12 institutions. With the exception of the student member, each regent is appointed for a term of five years, and may not serve more than two consecutive terms. The student regent is appointed for a one-year term, and may be reappointed. Regents serve on the board without compensation.

Institutions comprising the USM:

Bowie State University
Coppin State University
Frostburg State University
Salisbury University

Towson University (Participant)

University of Baltimore

University of Maryland, Baltimore (Participant)

University of Maryland, Baltimore County (Participant)

University of Maryland, College Park (Participant & LEAD)

University of Maryland Eastern Shore (Participant)

University of Maryland Global Campus

The Universities at Shady Grove

University System of Maryland at Hagerstown
University System of Maryland in Southern Maryland
University of Maryland Center for Environmental Science

2. OBJECTIVES

The overall purpose of this RFP is to provide prospective bidders information needed to prepare a proposal response to meet the requirements for an ACA compliant, Platinum level, student health insurance plan (SHIP) with additional services described herein. The Services will cover all participating institutions.

3. STATEMENT OF WORK

The health insurance program is sponsored by the Universities; for the benefit of the students. The group insurance contract will be with the University Of Maryland. These bid specifications shall become, and are to be considered, a part of the group health insurance contract.

All undergraduate students taking 6 or more credits and all international undergraduate students at the University of Maryland (UMD) are required to have health insurance coverage. Students who do not wish to retain the UMD, COLLEGE PARK Student Health Plan must file a waiver each academic year to have the charge removed from their tuition bill. Beginning in 2017, all international undergraduate students were automatically enrolled in the SHIP without the ability to waive (with rare exception). We are interested in implementing a similar process for certain groups of graduate students. The hard waiver is managed by our current broker in an electronic format with self-attestation of the comparability of coverage. We would be interested to know if a more stringent process would, in the bidder's experience, significantly change our enrollment. Our desire is for the vendor/broker to manage this process.

There are typically an average of 3,747 - 4,501 annual student enrollees and 132 - 163 spouse and dependent enrollees in the plan. The majority of the enrollees are undergraduate students (51percent of the total). The current plan is "Platinum" level. UMD, COLLEGE PARK seeks to have continuation of a Platinum standard plan with comparable plan design and coverages and to ensure students who waive out of the UMD, COLLEGE PARK student plan have comparable coverage to the SHIP plan.

SEE THE ATTACHMENT FOR THE CLAIMS NUMBERS FOR ALL PARTICIPATING INSTITUTIONS.

All graduate students enrolled full-time at the University of Maryland (UMD) College Park are required to have health insurance coverage, and all international graduate students (part-time or full-time) with a J-1 Visa are required to have health insurance coverage. Funded graduate students (graduate assistants) at UMD are eligible to enroll in the employee health plan at the University. Graduate students who are not eligible to enroll in the employee health plan, are eligible to enroll in the SHIP (around 20% of total enrollment for 2020 - 2021). A reliable list of full-time registered graduate students who are not enrolled in the state health insurance plan will be available in October. Therefore, if automatic SHIP enrollment with a waiver process for graduate students is instituted, it would need to occur in October.

For graduate students who have a SHIP through July 31, 2022, and who will be graduating in August or will be transitioning to an employee plan, need a bridge program option that offers extension of SHIP coverage for one month (August 2022) while they are still a student at UMD.

UMD will continue to allow voluntary SHIP enrollment for visiting scholars, research scholars,, special programs, Shady Grove Campus students, dietetic interns, dependents, short-term program students, post baccalaureate students, and postdoctoral fellows..

All statements made by the University and contained in these specifications shall, in the absence of fraud, be deemed representations and not warranties and no such statement shall void the group insurance contract or refuse the benefits under the contract.

3.1 ENROLLMENT

The undergraduate enrollment at the University of Maryland in the fall of 2021 is 28,472 (76.6% Maryland residents, 23.4% Non-Maryland residents) and graduate enrollment in the fall of 2021 was 10,653. Undergraduate international enrollment is 5%, graduate international enrollment is 34%.

3.2 INTERNATIONAL STUDENTS

UMD SPECIFIC: International graduate students who are not eligible for employee coverage are encouraged, though not required, to enroll in SHIP. Some international graduate students will have immigration status requirements regarding insurance enrollment.

UMBC SPECIFIC: International students will be automatically enrolled in this Plan, unless the completed Online Waiver Form has been received by the University, by the specified enrollment deadline dates. All Other Students Domestic students at UMBC must be enrolled in six or more credit hours in the semester in which they wish to enroll or in one of the following groups: • Graduate students in a degree-seeking program taking dissertation/thesis credit, internship credit or in a joint program taking part of their credits at UMBC. • Students in special programs such as police cadets, English Language Students, and Visiting Scholars. • Non Graduate Students must actively attend classes for at least the first 31 days, after the date when coverage becomes effective. Note: You can be covered under this plan as a part-time student if you are: • Enrolled as a part-time student due to a documented disability that prevents you from maintaining a full-time course load, and • Maintaining a course load of at least 7 credit hours per semester.

University of Maryland Eastern Shore Specific: Approximately 623 international undergraduates were automatically enrolled in the SHIP in 2020 and 31 were enrolled for the University of Maryland Eastern Shore.

3.3 PRESENT PLAN

The University of Maryland currently (2020-2021) has a platinum-level, mandatory health insurance plan with a hard waiver. The plan is underwritten by CareFirst with Academic HealthPlans serving as a Broker. There is a basic premium for the student, with an option which allows the student to add spouse and children for an additional premium. Voluntary enrollment is permitted for the categories of students noted above. Voluntary students pay their premium directly to SHIP. Exchange Students are not

voluntarily enrolled. The students will be enrolled and subject to the hard waiver process.

3.4 UNIVERSITY OF MARYLAND COLLEGE PARK HEALTH CENTER

The University Health Center (UHC) is an excellent example of a comprehensive, vibrant and patient-centered organization. The UHC provides a wide breadth of services to students, faculty, staff and some community members. We provide primary care, walk-in care, mental health, limited in-house lab services with send out to reference labs, plain x-ray, physical therapy, travel medicine, immunizations, pharmacy, health promotion, sexual assault prevention and response, occupational medicine and EAP. Our intention is to have the UHC continue to be the primary site for care delivery to SHIP enrollees.

Under our current plan, all care provided (with rare exceptions) at the UHC is covered at 100% without copayment or coinsurance for SHIP enrollees (medical care, x-ray, laboratory, physical therapy, two massage treatments, acupuncture). Pharmacy benefits apply at the UHC, though a prescription copayment is required as would be the case at an outside pharmacy. Mental health care, including psychiatry and psychotherapy visits, as medically indicated, is covered at the UHC for SHIP enrollees.

The UHC bills the current SHIP via ledger bill based on an agreed upon fee schedule (which is provided with this RFP). The UHC does bill other carriers for medical services and we are currently in-network with Blue Cross, United, Cigna, Aetna and University of Maryland Health Partners. Our pharmacy participates in a number of pharmacy benefit plans.

3.5 CURRENT OPERATIONAL PROCEDURES

Communication about the hard waiver starts to all undergraduate students in the spring of each year. Multiple communications (electronic, mail, phone, text) are sent to the group soon before and after the waiver site opens in May. First-year and transfer students are informed of the need to enroll or waive at orientation and multiple communications from the UHC, Admissions and Orientation programs.

A list of upper-level (not first-year) eligible students is obtained by the UHC in the spring of each year from the University Registrar and loaded into the waiver system.

First-year and new undergraduate transfer student names are added to the waiver file after these students have registered for class. The UHC works with the admissions office to relate information about the need to waive or enroll prior to them registering.

For students who do not complete the waiver or enrollment and for those who elect the plan, in July, the premium amount is added to the student account. If the student waives between July and the waiver deadline of mid-September, the charge is removed from their account.

A waiver deadline is generally set in the middle of September, after which, a request to waive must be made as an exception, in person at the UHC or directly with the SHIP. Some waivers continue to be granted through the fall semester with refunds applied to the student's bill.

Voluntary enrollees can enroll online through the site with a credit card. Voluntary students cannot currently have the premium added to their account.

Special groups (research/visiting scholars), which are generally considered "short term enrollments". UHC staff and SHIP employees verify affiliation with the University, calculate the premium based on a daily rate, collect enrollment forms and send this information to the

broker for processing.

International undergraduates and some cohorts (selected international graduate programs) are auto enrolled and the premium is billed to the student account. Student information in these programs is obtained directly from the Education Abroad Exchange Student Coordinator or the Program and sent to the broker for enrollment.

The broker invoices the UHC late in the fall/early winter for payment for all premiums early in the spring.

Going forward, it is our desire to have the SHIP broker/vendor manage most of this process, alleviating workload for our employees, managing different enrollment dates for different enrolled groups and automating the process. ALL INSTITUTIONS ARE INTERESTED IN HAVING THE PROVIDER MANAGE AND ESTABLISH A PAYMENT PLAN TO INCLUDE AN INSTALLMENT PAYMENT PLAN; AND MANAGEMENT OF THE FOLLOWING PROCESSES: (1) WAIVER PROCESS (2) ENROLLMENT PROCESS (3) PREMIUM PAYMENT PAYMENT PROCESS AND AUTOMATIC BILLING PROCESS.

The Institutions would like the Broker to provide an off site employee(s) who will assist with customer service, particularly in the waiver process, and in answering questions about the plan with minimal to no need to use staff employed by the Institutions.

4. FUNCTIONAL REQUIREMENTS MATRIX

A. INSTRUCTIONS

Offerors are to provide information requested for their proposal in the following matrix.

- In the Offeror's Technical response, the Offeror shall fill out the column "Respondent Comments" highlighted in **YELLOW**. The Respondent Comments correspond with the second half of the Priority Codes as follows:
 - /E (Explain) - explain how the Offeror's proposal meets the requirement.
 - /C (Confirm) – confirm the Offeror's proposal meets the requirement.
- If additional space is required for attachments, etc., provide that information in the appropriate space in the matrix (i.e. see Attachment I etc.) and the attachment is to refer to the section in the matrix to which it applies.

Priority Codes:

M = Mandatory

HD = Highly Desirable

/E = Offeror must explain how their system meets this requirement. (i.e.: M/E)

/C = Offeror must confirm agreement to this requirement (i.e.: M/C)

B. MATRIX FORM

The Offeror must submit the Matrix form completing all sections and following the form's instructions. Include any additional documentation required as an attachment to this form. Clearly label all corresponding attachments with the corresponding item number, i.e.- 4.1.1, 4.1.2, 4.1.3, 4.1.4, etc.

Section C., Item 4.B. - Matrix Form		
Item	Description	Priority
4.1 – GENERAL REQUIREMENTS		
4.1.1	Executive Management Summary The Executive Management Summary should contain a brief synopsis of the Offeror's understanding of the needs of the University relative to this RFP. This summary shall include a reference to the duration of the proposal, verification of compliance with Maryland law, and performance capability. The Offeror's headquarters, nearest offices and managing office for the services should be listed. The narrative statement should demonstrate the Offeror's: <ul style="list-style-type: none"> • Standing as an insurance carrier with significant experience in the SHIP market acting alone, or a broker bidding with a carrier as an integrated bid. • Offeror must agree to write the policy in such a manner as to clearly indicate without any question or doubt all benefits provided as set forth in the specifications. • Experience providing student health insurance. The following information shall be included in the Management Summary: <ul style="list-style-type: none"> • Provide a company/corporation organization chart and staffing profile, including years of tenure for management. • The Offeror should highlight key areas of the proposal that demonstrate where the proposal exceeds the requirements of this RFP. 	M/C
	Respondent Comments Confirm and attach requested documentation. The requested Executive Management Summary is attached: <input type="checkbox"/> Yes/ <input type="checkbox"/> No	

SNAPSHOT OF PARTICIPATING INSTITUTIONS:

- 1. University of Maryland College Park:** Founded in 1856, University of Maryland, College Park (UMD) is the flagship institution in the University System of Maryland. As a member of the Association of American Universities (AAU) and the Big Ten Conference, UMD is consistently recognized as one of the nation's preeminent public research universities. The university is home to more than 40,000 students, 19,000 faculty and staff, 300 academic programs across 13 schools and colleges, and a \$1.9B annual operating budget. Our faculty includes three Nobel laureates, three Pulitzer Prize winners, 52 members of the national academies and scores of Fulbright scholars, making UMD a global leader in research, entrepreneurship and innovation.
- 2. Towson University:** Towson University is a public university in Towson, Maryland. Founded in 1866 as Maryland's first training school for teachers, Towson University is a part of the University System of Maryland. Since founding, the university has evolved into eight subsidiary colleges and over 20,000 students.
- 3. University of Maryland Eastern Shore:** University of Maryland Eastern Shore is a public historically black land-grant research university in Princess Anne, Maryland. It is part of the University System of Maryland. It is classified among "R2: Doctoral Universities – High research activity".
- 4. University of Maryland Baltimore County:** The University of Maryland, Baltimore County is a public research university in Baltimore County, Maryland. It has a fall 2020 enrollment of 13,497 students, 61 undergraduate majors, over 92 graduate programs and the first university research park in Maryland.
- 5. University of Maryland Baltimore:** The University of Maryland, Baltimore is a public university in Baltimore, Maryland. Founded in 1807, it comprises some of the oldest professional schools of dentistry, law, medicine, pharmacy, social work and nursing in the United States.

NOTE: WAIVER POLICY INFORMATION AND PLAN DESIGNS WILL BE PROVIDED FOR EACH PARTICIPATING INSTITUTION AND CARRIERS ARE REQUIRED TO MATCH THE CURRENT DESIGN PLAN AND ANY DEVIATIONS MUST BE EXPLAINED.

Section C., Item 4.B. - Matrix Form		
Item	Description	Priority
4.1.2	Carrier Licensure Only carriers licensed to do business and doing business in the State of Maryland shall be considered. No Company or closely held affiliate of such Company which is in receivership, rehabilitation, or conservation on the date bids are due shall be considered.	M/C
	Respondent Comments Confirm and attach documentation of licensure. The information is attached: <input type="checkbox"/> Yes/ <input type="checkbox"/> No	
4.1.3	Rating All insurance required shall be purchased and maintained with a company or companies lawfully authorized to do business in the State of Maryland and shall name the <u>University of Maryland, College Park and the University System of Maryland as "Additional Insured."</u> Insurance companies providing coverage herein must, at a minimum, be underwritten by an insurance corporation having an A.M. Best rating of "A" or above; a McGraw Hill Financial/Standard & Poor's Claims-paying ability rating of "A" or above; a Weiss Research, Inc. rating of "B+" or above; a Fitch Ratings, Inc. rating of "A" or above; a Moody's Investor Services rating of "A3" or above; or such other rating as the Department of State may from time to time specify, or backed by the full faith and credit of the government of the exchange visitor's home country, or part of a health benefits program offered on a group basis to employees or enrolled student by a designated sponsor; or offered through or underwritten by a federally qualified Health Maintenance Organization or eligible Competitive Medical Plan as determined by the Centers for Medicare and Medicaid Services of the U.S. Department of Health and Human Services.	HD/C
	Respondent Comments Confirm and attach documentation of rating. The information is attached: Yes/ No	
4.1.4	Staff Experience The Offeror's staff must be experienced with student health insurance programs. The Offeror must provide the name and resume of the staff that would service UMD directly, including the number of years in industry of the account representative(s) who will likely be assigned to the University account and who will assist the University in setting up the program and managing it.	M/E
	Respondent Comments Explain:	

University of Maryland RFP No. 212022SHIP-- for Student Health Insurance

4.1.5	<p>References The Offeror shall demonstrate that they have successfully performed similar services as evidenced by Reference Sheet, which is included in Part III, Section J – Attachments as “Attachment 4.1.5”. Higher consideration will be given for previous assistance and insurance services provided to large, complex research-based higher education institutions similar in size and scope to UMD.</p> <p>On the Reference Sheet, the Offeror shall include a client list of all current university and educational institutions and the services provided and the number of years with that client. All on the list will be considered referenceable.</p>	M/C
	<p>Respondent Comments Confirm the requested Reference Sheet is attached: Yes/ No</p>	
4.1.6	<p>Partner Identification All companies (brokers, subcontractors, managed care companies, etc.) which will be involved in the delivery of the University student health insurance must be reputable and experienced with health insurance programs. Using the Partner/Subcontractor Identification Form, which is included in Part III, Section J – Attachments as “Attachment 4.1.6”, show all firms involved with the University program and provide licenses, AM Best Rating and other required information and minimum of one (1) reference for each partner/subcontractor listed.</p>	M/C
	<p>Respondent Comments Confirm and attach requested documentation. The requested Partner/Subcontractor Identification Form is attached: Yes/ No</p>	

Section C., Item 4.B. - Matrix Form		
Item	Description	Priority
4.1.7	HIPAA Compliance Offeror and insurance carriers and/or TPA (third party administrator) must be HIPAA compliant when sending and receiving electronic claims, enrollment and referral data. Provide documentation that demonstrates HIPPA compliance.	M/C
	Respondent Comments Confirm and attach requested documentation. The requested HIPPA compliance documentation is attached: <input type="checkbox"/> Yes/ <input type="checkbox"/> No	
4.1.8	Offeror Terms and Conditions Confirm the University has the right to negotiate Offeror's terms and clauses to bring them into compliance with the laws and regulations of the State of Maryland. Please note the University, as a state agency, cannot agree to other states' laws and jurisdiction. The University shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this agreement. Include a copy of any contract or license which the University must sign. Provide copies of all applicable Offeror terms and conditions, if any.	M/E
	Respondent Comments Explain:	
4.2 – PROGRAM REQUIREMENTS		
4.2.1	Program Management It is specifically understood and agreed that the successful awardee shall perform all services in connection with the administration of the student insurance program, to include managing the billing of insurance premiums. It shall be the responsibility of the successful awardee to provide the following services: <ul style="list-style-type: none"> • Enrollment in SHIP, including waiver management. • Collection and management of premium payments. • Manage and establish a payment plan to include an installment plan • Real time access to those enrolled in the SHIP. • Online and toll-free telephone access to insured students for claim inquiries and for confirmation of coverage to "Health Care Providers". • To provide an electronic IDENTIFICATION CARD to each enrollee showing that he/she is insured, together with instructions on how to claim benefits under the policy. • To make available to all students of the University, an electronic brochure (in paper if requested) setting forth the benefits provided in the policy, such brochure is to be approved by the University. • The successful awardee will be responsible for printing and mailing up to three reminder communications via mail to those students/families who have not responded to the waiver by a determined date. This will include the cost of printing and mailing. • To inform students and enrolled providers about any pre-certification, prior authorization requirements (if any) associated with the plan. • The awardee must pay the cost of printing the brochures, identification cards, claim forms, 8½ x 11 letter, number (10) envelope and a number (9) business 	M/E

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	<p>reply envelope, and cost of postage.</p> <ul style="list-style-type: none">• Attendance at up to 15 campus events at which information can be shared about the plan when invited by the UHC.• To provide materials (electronic and print) for advertising the health insurance plans, for promoting developmentally-appropriate knowledge of health insurance	
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Section C., Item 4.B. - Matrix Form		
Item	Description	Priority
	<p>to assist populations with language and literacy variations and to promote Wellness initiatives.</p> <p>Provide a program management overview for the UMD SHIP and describe details on all services provided including, but not limited to, those listed above.</p>	
	Respondent Comments Explain:	
4.2.2	<p>Contract Transition</p> <p>The Contractor selected because of this RFP process, will begin immediately upon award of the contract to work with the University Health Center to prepare for student enrollment for the 2022 Academic Year - August 1, 2022 through July 31, 2023. The selected Contractor will work with UHC members to assure that insurance coverage transitions smoothly and remains uninterrupted, and that all necessary documents and processes are in place for the contract.</p> <p>The selected Contractor must service the contract through the end of the term of the contract. At the end of the full term of the contract, the Contractor shall support requested activities for technical, business and administrative support to ensure effective and efficient end-of-contract transition to a new Contractor, if applicable. Examples of these activities include but are not limited to a final project-debriefing meeting, providing customer points of contact, organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans, and final invoices to the UHC. The Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to enable a seamless transition to the new Contractor.</p> <p>Describe the ability to provide transition services.</p>	M/E
	Respondent Comments Explain:	
4.2.3	<p>Reports</p> <p>Utilization reports, reports of high-cost claims and pharmacy utilization shall be provided and presented on a quarterly basis by the Company and an annual utilization report shall be furnished and presented as soon as possible after the close of each policy year, but under no circumstances later than ninety (90) days after the renewal date. Describe the ability to meet this reporting requirement. Include information on all reporting available. Quarterly detailed reviews to UHC leadership to include plan expense breakdown of claims and plan utilization and trend. Provide Benchmarking reports and marketplace, or state exchange, comparisons as a part of the annual renewal process.</p> <p>Provide consultation regarding plan design improvements to ensure efficient and cost effective use of resources and to identify cost-saving opportunities using population level data and benchmarking.</p> <p>Provide a multi-step waiver verification, include reporting and appeals for the Universities</p>	M/E

University of Maryland RFP No. 212022SHIP-- for Student Health Insurance

	Respondent Comments Explain:	
4.2.4	Program Implementation Effective dates of coverage are August 1 st through July 31 st with flexible start and end dates within that 12-month period for special populations. The new program is anticipated to start preparation for an August 1 st implementation in January or February.	M/E
	Respondent Comments Explain:	

Section C., Item 4.B. - Matrix Form		
Item	Description	Priority
	Provide a rough project plan showing important milestones for both the Offeror and the University.	
	Respondent Comments Explain:	
4.2.5	On-site or Remote Customer Service Representative The vendor will employ a full-time, 12 month, employee who will work <u>on-site or remote</u> at the UMD UHC and other Participating Institutions to assist with customer service and to answer questions about the coverage, assist with claims and enrollment, assist with waiver management and other plan-related tasks to be determined. Describe the ability to provide an <u>on-site or remote</u> customer service representative.	M/E
	Respondent Comments Explain:	
4.2.6	Indemnification from Third Party Claims The Offeror will indemnify the University from third party claims. Describe what would happen if a student in the program were injured because of care from the Offeror's network facility or physician.	M/E
	Respondent Comments Explain:	

4.2.7	<p>Dedicated Website for UMD and ANY OTHER USM INSTITUTION TAKING PART IN THIS SERVICE</p> <ul style="list-style-type: none"> ● Website for Administrators - Offeror will provide a dedicated web site/portal for campus-based administrators. The administrator's site must include capacity for claim information, on-line electronic enrollment and enrollment updates, verification of enrollment, as well as other services. Site must have components that are password protected and provide appropriate security of the information. Onsite training of the campus-based administrators is required. ● Website for Participants - Offeror will provide a dedicated web site/portal for participants in the plan. The participant site must allow for checking on the status of claims, cost of care estimations, information on the policy, and general health care information, among other services. Sites must have components that are password protected and provide appropriate security of the information. ● WCAG 2.0 Level AA Compliance - Website design and implementation should be compliant with current accessibility standards. Provide a description detailing how the website is in compliance with the W3C Web Content Accessibility Guidelines (WCAG) 2.0 Level AA. Documentation should include: <ul style="list-style-type: none"> ○ Description of complying features <ul style="list-style-type: none"> ▪ Description of how feature conforms to WCAG 2.0 Level AA ▪ If possible, submit certification from a 3rd party ○ Disclosure of non complying features <ul style="list-style-type: none"> ▪ Description of feature(s) and issue(s) resulting in noncompliance, ▪ a roadmap with timeframe for achieving compliance, and ▪ recommended plans for providing equal access that work around issue(s) ○ Information about the Web Content Accessibility Guidelines can be found at: http://www.w3.org/WAI/intro/wcag. 	M/E
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University of Maryland RFP No. 212022SHIP-- for Student Health Insurance

	Preferred Providers	Out-of-Network Providers
Overall Plan Maximum	No overall maximum limit.	
Plan Deductible	\$250 per insured, per policy year \$500 per family, per policy year	\$500 per insured, per policy year \$1000 per family, per policy year
Out-of-Pocket Maximum	\$1,500 per insured, per policy year \$3,000 per insured, per policy year	\$3,000 per insured, per policy year \$6,000 per insured, per policy year
Option 1		
Coinsurance/copay for care outside of the UHC	80% of preferred allowance	60% of usual and customary
Option 2		
Coinsurance/copay for care outside of the UHC	\$30 copay then 100%	\$60 copay then 80%
Prescription	\$20/40/100 up to a 90 day supply at preferred pharmacy or via mail order with reduced copayment	80% of usual and customary \$20/40/100 copay up to 31 day supply
Preventive care	100%	80% usual and customary
Copayments	Medical Emergency: \$250 after deductible, waived if admitted Urgent Care: \$50, after deductible	Medical Emergency: \$250 after deductible, waived if admitted Urgent Care: \$50, after deductible

Section C., Item 4.B. - Matrix Form		
Item	Description	Priority
	<ul style="list-style-type: none"> Mobile Device Requirements - access to the Offeror's resources should be available via mobile devices. <p>Describe the Offerors ability to provide a dedicated website and to customize it to UMD's student health insurance plan requirements. Provide screenshots of current websites in place to demonstrate functionality. If available, provide a demonstration site for UMD to evaluate as a sandbox.</p>	
	<u>Respondent Comments</u> Explain:	
	Multiple payments for the annual premium Describe the ability to provide students options in making installment payments (monthly or quarterly) for the student health insurance annual premium. It could be arranged through third party financial institutions.	M/E
4.2.8	<u>Respondent Comments</u> Explain:	

University of Maryland RFP No. 212022SHIP-- for Student Health Insurance

	<p>Mandatory Medical Insurance Coverage – Coverage comparable to or better than the current plan specifications. Medical mental/health insurance coverage must be provided, including, at minimum, the below benefits marked as mandatory. The following types of medical coverage must be provided: (Please see attached current year plan information for more specifics)</p> <p>4.3.1 The offered plan should have reasonable exclusions. Describe the dollar limits and the processes for each of the requirements listed above. Provide an explanation for each of the benefits, and list any exclusions or limitations.</p>	<p>M/E</p>
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Section C., Item 4.B. - Matrix Form		
Item	Description	Priority
	<u>Respondent Comments</u> Explain:	
4.3.2	Adjustments to Medical Insurance Coverage The University reserves the right to negotiate changes in coverage under the resulting contract. The Offeror should explain what options are available and describe the process to adjust the offered plan. Provide an explanation for the various plans available including the benefits, and any exclusions or limitations. Describe the ability to provide annual adjustments to the health insurance coverage and the process for making changes. Include information on filing deadlines for the Maryland Insurance Administration.	M/E
	<u>Respondent Comments</u> Explain:	
4.3.3	Policy Definitions for “Injury” and “Sickness” “Injury” wherever used in the policy means bodily injury resulting directly, and independent or all other causes, by external means, in loss covered by the policy, and caused by an accident sustained by the insured while the policy is in force as to such insured. “Sickness” wherever used in the policy means sickness or disease causing loss commencing while the policy is in force as to the insured whose sickness is the basis of claim. Confirm these definitions will be included in the policy.	M/C
	<u>Respondent Comments</u> Confirm the policy offered meets these definitions: <input type="checkbox"/> Yes/ <input type="checkbox"/> No	
4.3.4	Student Eligibility All domestic undergraduate students enrolled in 6 or more credit hours are required to purchase this insurance plan, unless proof of comparable coverage is furnished. All newly admitted international undergraduate students are automatically enrolled in this insurance plan on a mandatory basis. All continuing international undergraduate students who were enrolled at the University of Maryland – College Park for 2016-2017 school year and prior, are required to purchase this insurance plan, unless proof of comparable coverage is furnished. All graduate students (enrolled in at least 1 credit hour) and Visiting/Research Scholars and other selected affiliated students as determined by mutual agreement between the UHC and the vendor are eligible to enroll in this insurance plan. Additional student eligibility criteria are: <ul style="list-style-type: none"> • No eligible student shall be refused coverage for any reason subject to exclusions, formalities or pre-existing conditions. • Enrollment in the plan will be permitted for students who lose coverage through a life-event at any time during the policy period at a prorated premium. • Students enrolled are to be covered twenty-four (24) hours per day anywhere in the world. Provide an explanation for management and monitoring of student eligibility. Include information on all the criteria identified above.	M/E

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UMBC SPECIFIC: International Students

All registered J-1 and F-1 Visa International Students matriculated at UMBC are required to enroll in this

Insurance Plan unless proof of comparable coverage is furnished and a waiver is granted by the University.

International students will be automatically billed for the insurance premium on their bursar account and enrolled in the insurance Plan by the University.

All Other Students

Domestic students at UMBC must be enrolled in six or more credit hours in the semester in which they wish to

enroll or in one of the following groups:

- Graduate students in a degree-seeking program taking dissertation/thesis credit, internship credit or in a joint program taking part of their credits at UMBC.
- Students in special programs such as police cadets, English Language Students, and Visiting Scholars.
- Non Graduate Students must actively attend classes for at least the first 31 days, after the date when coverage becomes effective.

Note: You can be covered under this plan as a part-time student if you are:

- Enrolled as a part-time student due to a documented disability that prevents you from maintaining a full-time course load, and
- Maintaining a course load of at least 7 credit hours per semester

Section C., Item 4.B. - Matrix Form		
Item	Description	Priority
	<u>Respondent Comments</u> Explain:	
4.3.5	Network Availability It is essential that services within the carrier network be in the local community. As such, the vendor must demonstrate that the coverage network is well represented in the College Park area and within a 5-mile radius as well as within a five mile radius of all Participating Institutions (UMBC, UMB, UMES, TOWSON UNIVERSITY) We are particularly interested in mental health/psychiatry coverage that is robust and will provide ongoing care for our students, including medication management and individual and group therapy as well as intensive outpatient and inpatient treatment programs. Please confirm that there is robust in-network medical coverage in the local area by providing a list of all current in-network mental health providers within 5 miles of College Park, MD, and all participating Institutions. In addition, please confirm coverage for intensive outpatient programs in behavioral health/psychiatry, including substance use treatment, dual diagnosis treatment and psychiatric hospitalization when necessary. Please confirm coverage for transgender care in-network. See list of desired programs in appendix and verify how many are within the network.	M/E
	<u>Respondent Comments</u> Explain:	
4.3.6	University Health Center The UHC shall act as the on-campus source of care with no deductible and no co-payment if care is received at the UHC. <u>Describe the ability to facilitate this program with UHC AND ALL PARTICIPATING INSTITUTIONS AND THEIR PERSPECTIVE HEALTH CENTERS.</u>	M/E
	<u>Respondent Comments</u> Explain:	
4.3.7	Short-term Enrollments Short-term enrollment for as short as 30 days. Describe the ability to provide short-term enrollments, include all options available.	M/E
	<u>Respondent Comments</u> Explain:	
4.3.8	Medical Evacuation Medical evacuation and repatriation included with an option to purchase annually for eligible non-enrollees. Describe the ability to provide medical evacuation, include all options available.	M/E
	<u>Respondent Comments</u> Explain:	
4.3.9	Coverage for J1 Visa Holders Medical coverage must meet or exceed State Department minimum requirements for J1 visa holders. Describe the ability to provide this coverage, include all options available.	M/E

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	<u>Respondent Comments</u> Explain:	
4.3.10	Age-rating Describe the ability to age-rate premiums.	HD/E
	<u>Respondent Comments</u> Explain:	

Section C., Item 4.B. - Matrix Form		
Item	Description	Priority
4.3.11	Gender-affirmation Care Coverage to maximum benefit for gender-affirmation care including genital reassignment. Confirm the ability to provide this coverage.	M/C
	Respondent Comments Confirm gender-affirmation care is included in the policy offered: <input type="checkbox"/> Yes/ <input type="checkbox"/> No	
4.3.12	Gender Enhancing Procedures Gender enhancing (“cosmetic”) procedures for transgender patients allowable up to \$100,000. Confirm the ability to provide this coverage.	M/C
	Respondent Comments Confirm gender-affirmation care is included in the policy offered: <input type="checkbox"/> Yes/ <input type="checkbox"/> No	
4.3.13	Mental Health Support Remote (tele) mental health support for student enrollees. Confirm the ability to provide this coverage and include a description of the coverage included.	HD/E
	Respondent Comments Explain:	
4.3.14	Voluntary Intercollegiate Athletics Insurance NOTE: -UMD uses separate coverage for this, BUT WE ARE REQUESTING PRICING FOR ALL OTHER INSTITUTIONS AS AN OPTION. Voluntary supplemental coverage for intercollegiate sports related injuries. This insurance will cover approximately 520 student athletes, from our 19 teams. The Policy Term will be August 1, 2022 to July 31, 2023 and will cover all eligible UMD student-athletes, student managers, and student interns in all sports. This coverage will include team travel to and from competition and practice. Provide information, including limitations, on the offered coverage to equal or exceed the following: Full Excess Benefits - 100% of reasonable and customary charges Accident Medical Expense max = \$90,000. Offeror must provide a list of all excluded injuries or illnesses. Included coverage, without limitation, to AME Max: <ul style="list-style-type: none"> Sprains, Strains, overuse injuries, sport related hernias, dermatologic conditions, infections, migraine, PRP injections physical therapy, chiropractic, and pharmacy benefit orthotics, splints and braces, and other durable medical equipment (DME) professional ambulance service / air ambulance if athlete’s primary insurance is out-of-network (Kaiser, HMO/PPO, or Medicaid Denial) Included Riders: <ul style="list-style-type: none"> Expanded Medical Coverage HMO / PPO Denial Coverage 	HD/E

University of Maryland RFP No. 212022SHIP-- for Student Health Insurance

- Pre-Existing Injury Coverage
- Heart and Circulatory Coverage, including heat related, sickle cell trait related, syncope

Options to be included in the proposal are:

Section C., Item 4.B. - Matrix Form																				
Item	Description	Priority																		
	<ul style="list-style-type: none"> Aggregate deductible \$0 disappearing deductible \$500 disappearing deductible \$1000 disappearing deductible <p>Indicate if your proposal includes coverage for intercollegiate athletics. Explain how each option would work and how payments under the deductibles would be managed.</p>																			
Respondent Comments Explain:																				
4.3.15	<p>Voluntary Spirit Squad Insurance. Voluntary supplemental coverage for catastrophic injury insurance for Spirit Squad (approximately 86 participants). This coverage will include spirit squad (cheer and dance) and mascots. Coverage shall be effective in a scheduled game, pep rally, official tournament, game or practice session or while traveling directly to or from such game or practice session or at a non-NCAA function. It is desirable that this coverage extends to tryouts and walk-ons. The Policy Term will be August 1, 2022 to July 31, 2023 and will cover all eligible UMD spirit squad members.</p> <p>Provide information, including limitations, on the offered coverage to equal or exceed the following:</p> <p>Excess benefits to all other valid coverage of the insured.</p> <p>Accidental Medical Expense Benefit</p> <table> <tr> <td>Max benefit amount per injury</td> <td>\$5,000,000</td> </tr> <tr> <td>Max benefit period</td> <td>10 years</td> </tr> <tr> <td>Deductible (disappearing)</td> <td>\$90,000</td> </tr> </table> <p>Prescription Drugs, Dental maximum and Physiotherapy maximum included</p> <p>Full coverage for Pre-existing and heart/circulatory conditions</p> <p>Catastrophic Cash Benefit</p> <table> <tr> <td>Max benefit amount per injury</td> <td>\$1,000,000</td> </tr> <tr> <td>Max benefit period</td> <td>10 year</td> </tr> <tr> <td>Lump sum after 6 months</td> <td>\$200,000</td> </tr> <tr> <td>Benefit amount</td> <td>\$80,000</td> </tr> </table> <p>Accidental Death & Dismemberment Benefit</p> <table> <tr> <td>Max accidental death benefit</td> <td>\$25,000</td> </tr> <tr> <td>Max accidental dismemberment benefit</td> <td>\$10,000</td> </tr> </table> <p>Indicate if your proposal includes coverage for the spirit squad.</p>	Max benefit amount per injury	\$5,000,000	Max benefit period	10 years	Deductible (disappearing)	\$90,000	Max benefit amount per injury	\$1,000,000	Max benefit period	10 year	Lump sum after 6 months	\$200,000	Benefit amount	\$80,000	Max accidental death benefit	\$25,000	Max accidental dismemberment benefit	\$10,000	HD/E
Max benefit amount per injury	\$5,000,000																			
Max benefit period	10 years																			
Deductible (disappearing)	\$90,000																			
Max benefit amount per injury	\$1,000,000																			
Max benefit period	10 year																			
Lump sum after 6 months	\$200,000																			
Benefit amount	\$80,000																			
Max accidental death benefit	\$25,000																			
Max accidental dismemberment benefit	\$10,000																			
Respondent Comments Explain:																				

Section C., Item 4.B. - Matrix Form		
Item	Description	Priority
4.3.16	Nurse Triage Line After hours nurse triage line available to <u>all University of Maryland, College Park, students AND USM Participating Institutions.</u> Describe the ability to provide this service for all UMD students, regardless of enrollment in the plan. THIS SHOULD BE PRICED SEPARATELY FROM THE PREMIUM AND HIGHLIGHTED AS A "VALUE-ADDED" SERVICE.	M/E
	Respondent Comments Explain:	
4.3.17	Dental Discount Plan Describe the ability to provide a Dental Discount Plan to students, describe the options available for this supplemental plan.	HD/E
	Respondent Comments Explain:	
4.3.18	Voluntary Dental Plan Describe the ability to provide a voluntary Dental Plan to students, describe the options available for this supplemental plan. Coordination of other optional student products including voluntary dental standalone plan on a direct pay basis.	HD/E
	Respondent Comments Explain:	
4.3.19	Vision Discount Plan Describe the ability to provide a Vision Discount to students, describe the options available for this supplemental plan. Coordination of other optional student products including voluntary vision standalone plan on a direct pay basis	HD/E
	Respondent Comments Explain:	
4.3.20	Voluntary Vision Plan Describe the ability to provide a voluntary Vision Plan to students, describe the options available for this supplemental plan.	HD/E
	Respondent Comments Explain:	

Section D - Packaging and Marking

The following packaging and marking requirements are incorporated herein:

Where applicable for any deliverables being mailed to the University, the Contractor shall:

- Pack and mark each shipment to comply with specifications contained herein. In the absence of specifications, prepare each shipment in conformance with carrier requirements and accepted trade practices.
- Mark the outside of each shipment carton with the applicable contract number.
- Deliver each shipment in good order and condition to the point(s) of delivery specified herein.
- Be responsible for any loss and/or damage to the goods occurring before receipt of each shipment by the consignee at the delivery point(s) specified herein.
- Furnish a delivery schedule and designate the mode of delivering carrier.

Section E - Inspection and Acceptance

The following inspection, testing and acceptance requirements are incorporated herein:

- Delivery shall be made in accordance with the statement of work. All services rendered/deliveries shall confirm and affirm the requirements defined in Section C/ Description/Specifications/Statement of Work.
- Any services that fail to meet the quality and specifications shall be rejected. At the University's discretion, the contractor may be requested to re-work any services/deliverables, at no additional cost to the University, until such services/deliverables prove acceptable.
- In the event the Contractor is not able to produce acceptable services/deliverables, the University reserves the right to purchase replacement services in the open market and charge the Contractor for any excess price paid for the replacement, plus applicable expenses, if any.
- The University, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The University unilaterally may order in writing the suspension, delay, or interruption of performance hereunder.
- The services listed in the statement of work shall be delivered to the point or points specified prior to, or on the date specified in this Contract.

Section F - Deliveries or Performance

The following delivery or performance requirements are incorporated herein:

- Services will be coordinated through the University of Maryland Program Manager.
- Delivery shall be made in accordance with the statement of work. The University, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The University unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The services listed in the statement of work shall be delivered to the point or points specified prior to, or on the date specified in this Contract.
- Contractor understands and agrees that the University will not make any reimbursements to the Contractor for incidental, out-of-pocket expenses the Contractor incurs pursuant to the Contract.

Section G - Contract Administration Data

1. **Roles of the University of Maryland Procurement Officer and Program Manager**

The Procurement Officer is the University of Maryland's authorized representative for all pre-contract matters related to this contract. Additionally, throughout the duration of the contract, the Procurement Officer shall be the only individual with authority to modify any provisions of this contract including, without limitation, the statement of work, pricing or any other sections.

The University of Maryland Program Manager (The University Health Center) and designated staff shall be the principal interface on behalf of the University of Maryland for post-award technical matters, and shall have the authority to explain and provide further details regarding the University of Maryland's expectations concerning the work to be performed hereunder and/or the items to be provided herein. The Program Manager and designated staff shall have no authority to modify any provisions of this contract.

2. **Invoicing**

The Contractor shall provide the following invoicing services. Invoices shall reflect the price structure spelled out in Section B.

Throughout the duration of any resultant contract, the Contractor shall provide one paper copy of each invoice. The paper invoice must contain the following minimum information:

- a. Invoice Number
- b. Invoice Date
- c. The words ORIGINAL and INVOICE printed on the original copy of the document.
- d. The full company or corporate name and address; payment address if it differs from corporate address.
- e. The full nine (9)-digit Federal Tax Identification number (for U.S. Contractors only).
- f. Purchase order number and/or contract number.

Direct invoices to the following address:

Original: University of Maryland
Attn.: Accounts Payable Department
Chesapeake Building – Room 3101
College Park, MD 20742

Copy: The University Health Center
Attn: John Randrian, Assistant Director
Business and Finance
3983 Campus Drive
College Park, MD 20742

Any invoice that is unclear, illegible or does not conform to these specific requirements shall be returned to the Contractor for re-issuance.

3. Schedule of Payments

Payments are to be Net 30 after receipt of invoice by the University. Invoices shall be issued annually in the fall for payment of the annual premium. Invoices for short-term enrollments shall be issued after the enrollment period for that term has ended.

4. Assignment

No part of the work specified herein may be assigned or transferred to another Contractor without the prior written authorization of the Procurement Officer.

5. Notices

Notices under this contract shall be in writing and shall be considered effective upon personal delivery to the individual listed below or five calendar days after deposit in any U.S. mailbox, first class and addressed to the other party as follows:

For the University of Maryland:

Benita F. Scott, MBA
Procurement and Business Services
University of Maryland
2113N Chesapeake Building
College Park, MD 20742-3111
Telephone: 301-405-5840
Cell: 240-556-3132
Email: bscott13@umd.edu

For Contractor: (please complete the following)

Telephone: _____
Facsimile: _____
Email: _____

Section H - Special Contract Requirements

1. Term of Contract

The contract term shall commence on the date the contract is signed on behalf of the University or such later date as the University directs. **The initial contract term shall terminate on July 31, 2023**, co-terminus with the insurance coverage, unless extended or sooner terminated in accordance with this RFP and related contract.

At the sole option of the University, the contract **may be renewed for up to four (4) additional separately exercisable one-year terms under the same terms and conditions, with prices as quoted in accordance to Section B and accepted by the University of Maryland and Participating Institutions.**

2. Insurance Requirements

A. General Requirements:

1. All insurance required to protect the Contractor and the University from liability and all insurance required in accordance with applicable laws and regulations is addressed herein.
2. The amount(s) of insurance coverage specified herein shall be the minimum amount(s) of insurance available to satisfy claims. The Contractor and his subcontractors (as applicable) shall purchase and maintain such insurance with limits of liability as specified herein; or as specified by the Procurement Officer for the project; or as required by law; whichever is greater.
3. A policy which allows the costs associated with investigating, management or defense of any claim, or any other cost incurred by the insured or the insurance carrier, to be deducted from the policy limits is not acceptable.
4. All insurance required shall be purchased and maintained with a company or companies lawfully authorized to do business in the State of Maryland and shall name the **University of Maryland, College Park and the University System of Maryland as "Additional Insured."** Insurance companies providing coverage herein must, at a minimum, be underwritten by an insurance corporation having an A.M. Best rating of "A" or above; a McGraw Hill Financial/Standard & Poor's Claims-paying ability rating of "A" or above; a Weiss Research, Inc. rating of "B+" or above; a Fitch Ratings, Inc. rating of "A" or above; a Moody's Investor Services rating of "A3" or above; or such other rating as the Department of State may from time to time specify, or backed by the full faith and credit of the government of the exchange visitor's home country, or part of a health benefits program offered on a group basis to employees or enrolled student by a designated sponsor; or offered through or underwritten by a federally qualified Health Maintenance Organization or eligible Competitive Medical Plan as determined by the Centers for Medicare and Medicaid Services of the U.S. Department of Health and Human Services.

5. The Contractor shall be responsible for the maintenance of this insurance, whether the work is performed directly by the Contractor; by any subcontractor; by any person employed by the Contractor or any subcontractor; or by anyone for whose acts the Contractor may be liable.
6. All required insurance policies shall be endorsed to provide sixty (60) days (ten (10) days if cancelled due to non-payment) prior written notice by certified mail of any material change, cancellation or non- to:
University of Maryland
Department Of Procurement and Strategic Sourcing
2113-R Chesapeake Building
College Park, MD 20742

7. Proof of the required insurance and endorsements shall be made by submission to the University, prior to commencement of the work, certificates of insurance and endorsements satisfactory to the University, The Contractor shall promptly furnish copies of required policies upon receipt of a request from the Procurement Officer.
8. All required coverage shall be maintained until final completion and closeout of the project as evidenced by final payment to the Contractor.
9. The Contractor shall defend, indemnify and save harmless the University System of Maryland and the University of Maryland, College Park and their respective officers, employees and agents from any and all claims, liability, losses and causes of action which may arise out of the performance by the Contractor, its' employees or agents, of the work covered by this contract.

B. Coverage Required:

1. Insurance coverage shall include:
 - a. General Liability: Coverage for general liability claims arising from operations of the Contractor, subcontractors and suppliers with such coverage, including, but not limited to: personal injury, completed operations ISO CG 20 10 and CG 20 37 or its equivalents, explosion and collapse hazard and underground hazard. Waiver of Subrogation in favor of the University is required. The minimum limits of such coverage shall be:
 - a) \$2,000,000 Per Occurrence Limit
 - b) \$4,000,000 General Aggregate Limit
 - c) \$4,000,000 Products/Completed Operations Limit
 - d) See Excess/Umbrella Liability for additional requirements

No exclusion for third party action over claims.

No exclusion for punitive damages.

- b. Automobile Liability: Coverage for third party legal liability claims arising from bodily injury and/or damage to the property of others from the ownership, maintenance or use of any motor vehicle, both on-site and off-site. Coverage shall include all owned, hired and non-owned vehicles for claims arising out of their use or operation. Waiver of Subrogation in favor of the University is required. The minimum limits of such coverage shall be:
 - a) \$1,000,000 Combined Single Limit
 - b) See Excess/Umbrella Liability for additional requirements
- c. Excess Liability / Umbrella Liability: Coverage for third party legal liability claims against the Contractor that exceed the per occurrence or general aggregate of these underlying policies: General Liability, Employers Liability and Automobile Liability. Should any claim exceed the specified limits for the underlying policies, this coverage is intended to cover the balance of the claim, up to the limit of the Excess/Umbrella policy. The minimum limits for such coverage are assigned below, based

on the range of value of the agreement under which the Contractor is employed by the University:

<u>Contract Volume</u>	<u>Excess / Umbrella Limit</u>
Less than \$10,000,000	\$ 5,000,000
\$10,000,001 to \$25,000,000	\$10,000,000
\$25,000,001 to \$50,000,000	\$25,000,000
Over \$50,000,000	\$50,000,000*

*Or as otherwise specified by the Procurement Officer.

- d. Workers' Compensation: Coverage for claims arising from Workers' Compensation statutes or other Employers Liability or third party legal liability claims arising from bodily injury, disease, or death of Contractor's employees. Contractor shall provide Workers' Compensation coverage for all employees and require their subcontractors to provide Workers' Compensation in accordance with statutory requirements of the jurisdiction in which the work is being performed. Waiver of Subrogation in favor of the University is required for Part B: Employers Liability. The minimum limits of such coverage shall be:

- a) Part A: Statutory
- b) Part B: Employers Liability
 - * \$1,000,000 Each Accident
 - * \$1,000,000 Disease, Each Employee
 - * \$1,000,000 Disease, Policy Limit
- c) See Excess/Umbrella Liability for additional requirements

3. Parking

If at any time Contractor shall be on the premises of the University of Maryland, then Contractor is responsible for acquiring a valid University of Maryland parking permit, obeying all parking regulations, and paying all fines assessed for violations of parking regulations. Contractor is responsible for ensuring this clause is included in Contractor's agreements with subcontractors.

4. Minority and Disadvantaged Business Enterprise (MBE) Notice

MBE firms are encouraged to respond to this solicitation.

5. Order of Precedence (within this contract)

In the event of a discrepancy within Sections A through L of this contract, such discrepancy shall be resolved by giving precedence in the following order:

- a) Section H – Special Contract Requirements
- b) Section C – Description/Specifications/Statement of Work
- c) Remaining Sections of Part I (Sections A, B, D, E, F and G)
- d) Part II – Contract Clauses (Section I)
- e) Part III – List of Documents, Exhibits and Other Attachments (Section J)
- f) Part IV – Representations and Instructions (Section K and Section L)

6. Bid Security or Performance Bond Requirements – *Not Applicable to this Procurement*

PART II - CONTRACT CLAUSES

Section I - Contract Clauses

1. Statement of Work

The Statement of Work is defined in Section C of this document.

2. Compensation and Method of Payment

Total compensation is shown in Section A, Item 19 of this document. Method of payment is defined in Section G, Subsections 2 and 3 of this document.

3. Contract Term

The contract term is defined in Section H, Subsection 1 of this document.

4. University Work Rules

Employees and agents of Contractor shall, while on the premises of the University, comply with all University rules and regulations. Contractor shall acquaint itself with conditions governing the delivery, receiving and storage of materials at the work site if applicable to this work, as not to interfere with University operations. Contractor shall not stop, delay, or interfere with University work schedule without the prior approval of the University's specified representative.

5. Harmony

Contractor shall be entirely responsible for working in harmony with all others on the work site when Contractor is working on University premises.

6. Clean Up

Contractor agrees to clean up on a daily basis and shall at all times keep the building and premises clean of dirt, trash and debris arising out of the operation of the contract. If the Contractor fails to clean up and remove such dirt, trash and debris from the job site, the University may arrange for the same at Contractor's expense. Upon the completion of the work, the Contractor agrees to remove promptly all implements, surplus materials and debris if applicable when it is working on the University premises.

7. Independent Contractor

It is understood and agreed that the Contractor is an independent contractor of the University and not an employee. The University shall not withhold income taxes, social security, or any other sums from the payments made to the Contractor hereafter. If the Contractor employs additional persons in the performance of this contract, those persons shall in no way be considered employees of the University, but rather they shall be employees or contractors of the Contractor, and the Contractor bears full responsibility for compensating those persons.

8. Truth-In-Negotiation Certification – *Not Applicable to this Procurement*

9. Multi-Year Contracts Contingent upon Appropriations

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for

continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University's rights or the Contractor's rights under any termination section in this Contract. The effect

of termination of the Contract hereunder will be to discharge both the Contractor and the University from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The University shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

10. Variations in Estimated Quantities

The pricing shall remain firm and fixed at the dollar amounts or discount levels indicated in Section B for the duration of the contract. Quantity estimates are provided for informational purposes only and the University shall not be held to them. Any variation between actual quantities purchased hereunder and estimated quantities provided shall not entitle the Contractor to any type of equitable adjustment.

11. Liquidated Damages – *Not Applicable to this Procurement*

12. Specifications

All materials, equipment, supplies or services shall conform to Federal and State laws and regulations, and to the specifications contained herein.

13. Cost and Price Certification

By submitting cost or price, information the Contractor certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

- a. A negotiated contract, if the total contract price is expected to exceed \$100,000 or a smaller amount set by the Procurement Officer; or
- b. A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the Procurement Officer.

The price under this contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

14. Delays and Extensions of Time

(1) The Contractor agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the work specified in this contract.

(2) Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

15. Suspension of Work

The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as he or she may determine to be appropriate for the convenience of the University.

16. Payment of University Obligations

Payments to the Contractor pursuant to this contract shall be made no later than thirty (30) days after the University's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, are prohibited. Electronic funds transfer (EFT) will be used by the State to pay Contractor(s) for Contracts with a value over \$200,000 and any other State payments due Contractor(s) unless the State Comptroller's Office grants Contractor(s) an exemption.

17. Delivery and Acceptance

Delivery shall be made in accordance with the solicitation specifications. The University, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The University unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The University reserves the right to test any materials, equipment, supplies or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to, or on the date specified in the bid or proposal. Any material or service that is defective or fails to meet the terms of the solicitation specifications will be rejected. Rejected materials or services shall be promptly replaced or re-performed, at the direction of the University. The University reserves the right to purchase replacement materials or services in the open market. Contractors failing to promptly replace materials or re-perform services lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

18. Non-Hiring of Officials and Employees

No official or employee of the State of Maryland whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall, during the pendency and term of this contract and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this contract.

19. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation (added effective October 1, 2001) or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw material; and (c) to post in conspicuous places accessible to employees and applicants for employment, notices setting forth the substance of this section.

20. Financial Disclosure

The Contractor shall comply with State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

NOTE: The financial disclosure form is available under "Public Disclosures" on the following web site:
www.sos.state.md.us

21. Disputes

- (1) This contract is subject to the University System of Maryland (USM) Procurement Policies and Procedures, and the University of Maryland Procurement Policies and Procedures.
- (2) Except as otherwise provided by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this section.
- (3) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this section. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this section.
- (4) Within thirty days of when the basis of the claim is known or should have been known, whichever is earlier, the claim shall be made in writing and submitted to the Procurement Officer for decision in consultation with the Office of the Attorney General, as appropriate.
- (5) When a claim cannot be resolved by mutual agreement, the Contractor shall submit a written request for final decision to the Procurement Officer. The written request shall set forth all the facts surrounding the controversy.
- (6) The Contractor, at the discretion of the Procurement Officer, may be afforded an opportunity to be heard and to offer evidence in support of his claim.
- (7) The Procurement Officer shall render a written decision on all claims within 180 days of receipt of the Contractor's written claim; unless the Procurement Officer determines that a longer period is necessary to resolve the claim. If a decision is not issued within 180 days, the Procurement Officer shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension. The decision shall be furnished to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The Procurement Officer's decision shall be deemed the final action of the University.
- (8) The Procurement Officer's decision shall be final and conclusive unless the Contractor mails or otherwise files a written appeal with the Maryland State Board of Contract Appeals within 30 days of receipt of the decision.
- (9) Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the Procurement Officer's decision.

22. Termination for Convenience

- (1) The performance of work under this contract may be terminated by the University in whole or in part, in accordance with this section, whenever the University shall determine that such termination is in the best interest of the University or the State. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work is terminated and the time when such termination becomes effective.
- (2) After receipt of a Notice of Termination, and except as otherwise directed by the Procurement Officer, the Contractor shall:
 - (a) stop work as specified in the Notice of Termination;
 - (b) place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of the portion of the work under the contract as is not terminated;
 - (c) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

- (d) assign to the University, in the manner, at times, and to the extent directed by the Procurement Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the University shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - (e) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Procurement Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this section;
 - (f) transfer title and deliver to the University, in the manner, at the times, and to the extent, if any, directed by the Procurement Officer,
 - (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and
 - (ii) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the University;
 - (g) use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Procurement Officer, any property of the types referred to in (f) above; provided, however, that the Contractor
 - (i) may not be required to extend credit to any purchaser, and
 - (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Procurement Officer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the University to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Procurement Officer may direct;
 - (h) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
 - (i) take any action that may be necessary, or as the Procurement Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the University has or may acquire an interest. The Contractor shall submit to the Procurement Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Procurement Officer, and may request the University to remove them or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the University shall accept title to these items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the Procurement Officer upon removal of the items, or if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made before final settlement.
- (3) After receipt of a Notice of Termination, the Contractor shall submit to the Procurement Officer his termination claim, in the form and with certification prescribed by the Procurement Officer. This claim shall be submitted promptly but in no event later than one (1) year from the effective date of termination, unless one or more extensions in writing are granted by the Procurement Officer, upon request of the Contractor made in writing within the one-year period or authorized extension thereof. However, if the Procurement Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after the one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Procurement Officer may determine the claim at any time after the one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Procurement Officer may determine, on the basis of information available to him, the amount, if any,

due to the Contractor due to the termination and shall thereupon pay to the Contractor the amount so determined.

(4) Subject to the provisions of paragraph (3), the Contractor and the Procurement Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this section, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (5) of this section, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Procurement Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this section, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts that may be agreed upon to be paid to the Contractor pursuant to this paragraph.

(5) In the event of the failure of the Contractor and the Procurement Officer to agree as provided in paragraph (4) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this section, the Procurement Officer shall pay to the Contractor the amounts determined by the Procurement Officer as follows, but without duplication of any amounts agreed upon in accordance with paragraph (4):

(a) for completed supplies or services accepted by the University (or sold or acquired as provided in paragraph (2) (g) above) and for which payment has not heretofore been made, a sum equivalent to the aggregate price for the supplies or services computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving of freight or other charges;

(b) the total of-

(i) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under paragraph (5)(a) hereof;

(ii) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (2) (e) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or Contractors before the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (g) above); and

(iii) a sum, as profit on (i) above, determined by the Procurement Officer to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

(c) the reasonable cost of settlement accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this contract.

The total sum to be paid to the Contractor under (a) and (b) of this paragraph shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the University shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor as provided in (5) (a) and (b) (i) above, the fair value, as determined

by the Procurement Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the University or to a buyer pursuant to paragraph (2) (g).

(6) Costs claimed, agreed to, or determined pursuant to (3), (4), (5) and (11) hereof shall be in accordance with USM Procurement Policies and Procedures in effect on the date of this contract.

(7) The Contractor shall have the right of appeal, under the section of this contract entitled "Disputes," from any determination made by the Procurement Officer under paragraph (3), (5), or (9) hereof, except that if the Contractor has failed to submit his claim within the time provided in paragraph (3) or (9) hereof, and has failed to request extension of the time, he shall have no right of appeal. In any case where the Procurement Officer has made a determination of the amount due under paragraph (3), (5), or

(9) hereof, the University shall pay to the Contractor the following: (a) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Procurement Officer, or (b) if an appeal has been taken, the amount finally determined on such appeal.

(8) In arriving at the amount due the Contractor under this section there shall be deducted (a) all unliquidated advance or other payments on account heretofore made to the Contractor, applicable to the terminated portion of this contract, (b) any claim which the University may have against the Contractor in connection with this contract, and (c) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this section, and not otherwise recovered by or credited to the University.

(9) If the termination hereunder be partial, the Contractor may file with the Procurement Officer a claim for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this section shall be asserted within ninety (90) days from the effective date of the termination notice, unless an extension is granted in writing by the Procurement Officer.

(10) The University may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever in the opinion of the Procurement Officer the aggregate of such payments shall be within the amount to which the Contractor shall be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this section, such excess shall be payable by the Contractor to the University upon demand, together with interest computed at the prime rate established by the State Treasurer for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the State; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or a later date as determined by the Procurement Officer by reason of the circumstances.

(11) Unless otherwise provided for in this contract, or by applicable statute, the Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this contract, preserve and make available to the University at all reasonable times at the office of the Contractor but without direct charge to the University, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by the Procurement Officer, reproductions thereof.

23. Termination for Default

(1) The University may, subject to the provisions of paragraph (3) below, by written notice of default to the Contractor, terminate the contract in whole or in part in any one of the following circumstances: (a)

If the Contractor fails to perform within the time specified herein or any extension thereof, or (b) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Procurement Officer may authorize in writing) after receipt of notice from the Procurement Officer specifying such failure.

(2) In the event the University terminates this contract in whole or in part as provided in paragraph (1) of this section, the University may procure substitute performance upon terms and in whatever manner the Procurement Officer may deem appropriate, and the Contractor shall be liable to the University for any excess costs for substitute performance; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this section.

(3) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the University in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform shall be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if the default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless substitute performance for the subcontractor was obtainable from another source in sufficient time to permit the Contractor to meet the performance schedule.

(4) If, after notice of termination of this contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, or that the default was excusable under the provisions of this section, the rights and obligations of the parties shall, if the contract contains a section providing for termination for convenience of the University, be the same as if the notice of termination had been issued pursuant to such section. If, after notice of termination of this contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, and if this contract does not contain a section providing for termination for convenience of the University, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a claim as defined in the section of this contract entitled "Disputes".

(5) If this contract is terminated as provided in paragraph (1) of this section, the University, in addition to any other rights provided in this section, may require the Contractor to transfer title and deliver to the University, in the manner, at the times, and to the extent, if any, directed by the Procurement Officer,

(a) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (b) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the University; and the Contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the Contractor in which the University has an interest. Payment for completed supplies delivered to and accepted by the University shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the University and for the protection and preservation of property shall be in an amount agreed upon by the Contractor

and Procurement Officer; failure to agree to such amount shall be a claim as defined in the section of this contract entitled "Disputes". The University may withhold from amounts otherwise due the Contractor hereunder such sum as the Procurement Officer determines to be necessary to protect the University against loss because of outstanding liens or claims of former lien holders.

(6) The rights and remedies of the University provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(7) As used in paragraph (3) of this section, the terms, "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

24. Arrearages

By submitting a response to this solicitation, the proposer represents that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

The proposer is also informed that the Comptroller (per State Finance and Procurement Article §7-222) may not, except under the conditions specified therein, issue a warrant for payment to a person if the person owes \$50 or more to the State, a unit of the State government, or any governmental entity under the control of the State. Therefore, applications for payment submitted by a contractor and approved by the University for payment may not be processed by the Comptroller for payment to the contractor if an arrearage in excess of \$50 exists.

25. Compliance with Laws

The Contractor hereby represents and warrants that: **A.** It is qualified to do business in the state of Maryland and that it will take such actions as, from time to time hereafter, may be necessary to remain so qualified; **B.** It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this contract; and **C.** it shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this contract.

26. Retention of Records

The Contractor shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by the University hereunder or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the Procurement Officer or designee at all reasonable times.

27. Tax Exemption

The State is generally exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, District of Columbia Sales Taxes and Transportation Taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

28. Registration

Pursuant to §7-201 et seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall register with the Department of Assessments and Taxation.

29. EPA Compliance

Materials, supplies, equipment or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

30. Occupational Safety and Health Act

All materials, supplies, equipment, or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

31. Maryland Law Prevails

The provisions of this contract shall be governed by the laws of Maryland without reference to its Conflicts of Laws rules.

32. Software Licensing

Licensor represents and warrants that the software, as delivered to the University, does not contain any program code, virus, worm, trap door, back door, timer, or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of Licensor-selected conditions, or manually on the command of Licensor.

33. MUCITA

The Maryland Uniform Computer Information Transactions Act (MUCITA), Maryland Code Annotated [Commercial Law] 22-101 through 22-816, does not govern this Agreement, except to the extent that section 22-104(2) of the Act applies. The parties further agree that this Agreement shall be governed by the common law of Maryland relating to written agreements and Maryland statutes other than MUCITA which may apply.

34. Applicability of Federal Laws

If Federal contract and/or grant funds are utilized in any manner in the performance of this contract, then the University reserves the right to bind Contractor to all applicable clauses of the Federal Acquisition Regulation (FAR) and other FAR supplements, as well as all applicable provisions of the Office of Management and Budget (OMB) Circular A-110. Contractor agrees to promptly complete and return to the University any related forms and/or affidavits as may be required.

35. Protests and Claims

Any protest regarding the award of this contract or claim arising out of this contract shall be administered in accordance with the University System of Maryland Procurement Policies and Procedures, Section X - Protests and Claims. Detail is available by accessing the following web site: www.purchase.umd.edu Click on this web site, then select the category "Policies", and then "Policies & Procedures", followed by "USM Procurement Policies & Procedures".

36. Intellectual Property

Work for Hire

Contractor understands and agrees that any and all materials and deliverables that are subject to copyright protection that are developed in connection with the performance of this contract (Works) shall constitute a work for hire as that term is defined in the Copyright Act of 1976, as amended. As a

result, all right, title and interest in and to all such Works shall belong exclusively to the University, including without limitation all copyrights and other intellectual property rights therein. If for any reason a Work is not deemed to be a work for hire, Contractor hereby grants, transfers, sells and

assigns, free of charge, exclusively to the University, all title, rights and interest in and to said Work, including all copyrights and other intellectual property rights. The Contractor further agrees to execute and deliver to the University a confirmatory grant and assignment of all rights in and to Works and to execute any other proper document the University deems necessary to ensure the complete and effective transfer of all rights in Works to the University.

University Ownership of Deliverables and Related Materials

In accordance with the preceding paragraph, Works developed for the University in connection with this contract are the exclusive property of the University. Contractor agrees to deliver all Works to the University upon completion of the order. Works include but are not limited to editorial drafts, original copy, photographs, proofs, corrected proofs, camera-ready boards and similar editorial materials and all negatives, flats, engravings, photostats, drawings and other production materials. For IT procurements, use the following sentence instead: Works include but are not limited to executable code, source code, fixes, patches, updates, upgrades, documentation embedded or otherwise, original copy, and other production materials. Contractor shall be responsible for delivering all Works to the University no later than fifteen (15) working days from the date of final contract deliverables. In the event the Contractor fails to return all such materials by this deadline and the University desires to use Works again, Contractor shall provide the University with equivalent materials, at its own expense, or reimburse the University, in full, for the cost of developing equivalent materials.

Intellectual Property Warranty and Indemnification.

The Contractor represents and warrants that any materials or deliverables, including all Works, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If deliverables, materials or Works provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, University shall have the right, in its sole discretion, to require Contractor to produce, at Contractor's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the University under law or equity. Contractor further agrees to indemnify and hold harmless the University, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this contract, University shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

University Code and University Data

This Contract does not grant the Contractor any rights, title to or interests, including those under patent, copyright and trade secrets, or proprietary rights, in University Code or University Data other than those expressly granted to the Contractor in this Contract.

37. eMarylandMarketplaceAdvantage

All vendors interested in conducting business with the University of Maryland ARE ENCOURAGED TO register at: <https://emaryland.buyspeed.com/bsol/>. Registration is free at eMarylandMarketplaceAdvantage™ is the State of Maryland's Internet-based procurement system. Registered vendors can access bid solicitations and receive email notification when new solicitations are posted.

38. Eligibility to Purchase

By submitting a proposal, Contractor agrees to extend the proposed price structure and discounts to any public body/Agency, public or private health or educational institution or any University related foundation and ALL USM Institutions with the understanding that such utilization is in accord with the public body/Agency, public or private health or educational institution's policies and procedures.

39. Use of Agreement by Third Parties

It is the intent of this Agreement to allow for cooperative procurement. Accordingly, any public body/Agency, public or private health or educational institution, or any University related foundation may access the Agreement if authorized by the Selected Firm.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm, the Agreement will be extended to the entities above to purchase at fees in accordance with the terms of the Agreement. The Selected Firm will notify the University in writing of any such entities accessing the Agreement. No modification of the Agreement or execution of a separate agreement is required to participate. The Selected Firm will provide semi-annual usage reports for all entities accessing the Agreement. Participating entities will place their own orders directly with the Selected Firm and will fully and independently administer use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the University. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Selected Firm to extend the Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity accessing the Agreement under this section, and will not be considered in default of the Agreement no matter the circumstances.

Use of this Agreement does not preclude any participating entity from using other agreements or competitive procurement processes as the need may be.

40. Proposal Affidavit

The enclosed Proposal Affidavit shall be completed and submitted to the Procurement Officer as part of Contractor's proposal.

41. Changes

The Procurement Officer may at any time, by written order, make unilateral changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when any supplies to be furnished are to be specially manufactured for the University in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.

The section entitled "Delays and Extensions of Time" prohibits the Contractor from making charges or claims for damages for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. If a change, as allowed above, causes an increase or

decrease in the cost of the work that is not time-related, the University shall make an equitable adjustment in the contract price and shall modify the contract.

The Contractor must assert its right to an adjustment under this section within 30 days from the date of receipt of the written order. Any request for an adjustment must be submitted in writing to the Procurement Officer.

Failure to agree to any adjustment shall be a dispute under the Disputes section. However, nothing in this section shall excuse the Contractor from proceeding with the contract as changed.

42. Pre-Existing Regulations

The regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.

43. Indemnification

The Contractor shall defend, indemnify and save harmless the University System of Maryland, its officers, employees and agents, from any and all claims, liability, losses and causes of actions which may arise out of the errors, omissions and performance or non-performance by the Contractor, employees or agents, of the work covered by this contract. The Universities shall not assume any obligation to indemnify, hold harmless or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this agreement.

44. Living Wage Requirements for Service Contracts – *Not Applicable to this Procurement*

45. FERPA (Family Education Rights and Privacy Act) – *Not Applicable to this Procurement*

46. Federal Grant/Cooperative Contract Flowdown Clauses – *Not Applicable to this Procurement*

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Section J - List of Attachments

The Request for Proposal includes the additional Attachments as outlined below.

Summary List of Technical Proposal Attachments in this Section

Attachment 4.1.5 – Reference Sheet

Attachment 4.1.6 – Partner/Subcontractor Identification Form

Summary List of Additional Attachments

1. Spreadsheet, detailing Claims for all Participating Institutions
2. Contract
3. Business Associate Agreement
4. University of Maryland College Fee Schedule

Attachment 4.1.5 - REFERENCE SHEET

Offerors must provide references that can demonstrate their ability to provide the travel assistance and insurance services as specified in this RFP. Higher consideration will be given for previous assistance and insurance provided to large, complex research-based higher education institutions similar in size and scope to UMD.

References provided must include a minimum of two (2) or more institutions that are comparable in size and scope to the scope of work detailed herein. The University will consider all listed Projects to be valid references.

<u>REFERENCE 1</u>	
Name of Customer:	
Name of Customer Point of Contact:	
Address:	
Phone Number:	
E-Mail Address:	
Annual Dollar Value of Contract:	
Start Date:	
Completion Date:	
Description of Service Provided:	
Justification of Similar Size and Scope:	

<u>REFERENCE 2</u>	
Name of Customer:	
Name of Customer Point of Contact:	
Address:	
Phone Number:	
E-Mail Address:	
Annual Dollar Value of Contract:	
Start Date:	
Completion Date:	
Description of Service Provided:	
Justification of Similar Size and Scope:	

The Offeror shall list all contracts and/or engagements with higher education institutions within the last three years as follows:

Name of Customer and Contact Information:	Start Date	End Date

LIST ADDITIONAL REFERENCES ON SEPARATE ATTACHMENT IF NEEDED

Attachment 4.1.6 - PARTNERS/SUBCONTRACTORS IDENTIFICATION FORM

PARTNER/SUBCONTRACTOR IDENTIFICATION FORM – RFP 83544-D – page 1

IDENTIFY ALL PERTINENT COMPANIES THAT WILL BE PROVIDE SERVICE TO THE UNIVERSITY FOR THIS CONTRACT.

This Form must be submitted with the Technical Proposal by the due date and time of the scheduled opening. All sections must be completed and pertinent supporting documentation attached. Attach copies of Maryland State Licenses, if applicable, and at minimum of one (1) references for each party listed on this form.

A. Servicing Broker/Agency

Name of Individual:

Name of Agency:

Address:

Phone #:

Fax #:

E-Mail & Website Address:

800 Phone #:

Office Hours:

B. Administrator: Premium Collection and Claim Payments

Name of Individual (Principal):

Name of Agency:

Address:

Phone #:

Fax #:

E-Mail Address and Website Address:

800 #:

Office Hours:

C. Primary Insurance Company

Title & Name of Responsible Party:

Company Name:

Company Address:

Phone #:

Fax #:

800 #:

Hours of Operation:

Percentage of Risk Assumed:

Current AM Best Rating:

PARTNER/SUBCONTRACTOR IDENTIFICATION FORM – RFP 83544-D – page 2

D. Reinsurance Company

Title & Name of Responsible Party:

Company Name:

Company Address:

Phone #:

Fax #:

800 #:

Hours of Operation:

Percentage of Risk Assumed:

Current AM Best Rating:

E. Other Responsible Parties: Underwriters, Guarantors

Please identify any other parties involved in this proposal.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

Section K – Representations, Certifications and other Statements

BID/PROPOSAL AFFIDAVIT

_____(Company Name)

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, _____ (print name), possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

C. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

D. AFFIRMATION REGARDING BRIBERY

CONVICTIONS I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

E. AFFIRMATION REGARDING OTHER

CONVICTIONS I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

- (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
- (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18

U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

F. AFFIRMATION REGARDING

DEBARMENT I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

G. AFFIRMATION REGARDING DEBARMENT OF RELATED

ENTITIES I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

H. SUB-CONTRACT

AFFIRMATION I FURTHER

AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I. AFFIRMATION REGARDING

COLLUSION I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

J. CERTIFICATION OF TAX

PAYMENT I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State

Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

K. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

L. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By:

(Print name of Authorized Representative and Affiant)

(Signature of Authorized Representative and Affiant)

_____(Company Name)

CONTRACT AFFIDAVIT

_____(Company Name)

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, _____ (print name), possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation — ☐ domestic (**with a presence in Maryland**) or ☐ foreign (**no Maryland presence**);
- (2) Limited Liability Company — ☐ domestic or ☐ foreign;
- (3) Partnership — ☐ domestic or ☐ foreign;
- (4) Statutory Trust — ☐ domestic or ☐ foreign;
- (5) ☐ Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF NO MARYLAND PRESENCE) filed with the Maryland State Department of Assessments and Taxation is:

Name: _____

Department ID Number: _____

Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____.

Pursuant to §7-201 et seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. *NOTE: The forms for registration are*

available from the website <http://www.dat.state.md.us/sdatweb/sdatforms.html> For further help call (410) 767-1340 or **email** charterhelp@dat.state.md.us.

C. FINANCIAL DISCLOSURE

AFFIRMATION I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

NOTE: The financial disclosure form is available under on the following web site: <http://www.sos.state.md.us/PublicDisclosure.aspx>. For further information, go to www.sos.state.md.us

D. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation

program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

E. CERTAIN AFFIRMATIONS

VALID I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 2014, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Date: _____

By:

(Print name of Authorized Representative and Affiant)

—

(Signature of Authorized Representative and Affiant)

_____(Company Name)

CONFLICT OF INTEREST INFORMATION

A. Each solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of a State contract shall provide notice of the requirement of this regulation.

B. "Conflict of interest" means that, because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

C. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a bidder, Offeror, Contractor, consultant or subcontractor or sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

D. If the Procurement Officer makes a determination prior to award that facts or circumstances exist giving rise or which could in the future give rise to a conflict in interest, the procurement officer may reject a bid or offer under COMAR 21.06.02.03B.

E. After award, the State may terminate the contract, in whole or in part, if it deems such termination necessary to avoid an actual or potential conflict of interest. If the Contractor knew or reasonably could have been expected to know of an actual or potential conflict of interest prior to or after award and did not disclose it or misrepresented relevant information to the Procurement Officer, the State may terminate the contract for default, institute proceedings to debar the Contractor from further State contracts, or pursue such other remedies as may be permitted by law or the contract.

F. A conflict of interest may be waived if the Procurement Officer, with approval of the agency head or designee, determines that waiver is in the best interest of the State. The determination shall state the reasons for the waiver and any controls that avoid, mitigate, or neutralize the conflict of interest.

G. Each bidder or Offeror responding to a solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another State contract shall provide the affidavit and disclosures set forth in Subsection H of this regulation to the Procurement Officer with the bid or offer and such other times as may be required by the Procurement Officer.

H. The affidavits and disclosures required by Subsection G of this regulation shall be in substantially the same form as follows:

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or Offeror warrants that, except as disclosed in D below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explains in detail--attach sheets if necessary):

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror will immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the Procurement Officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Date: _____ **By:** _____
(Signature of Authorized Representative and Affiant)

Printed Name: _____

Title: _____

Company Name: _____

Federal Employer Identification Number (FEIN): _____

**PRINCIPLES OF SOCIAL RESPONSIBILITY
and
SOCIAL RESPONSIBILITY AFFIDAVIT INFORMATION**

I. Principles of Social Responsibility

A. As provided for in Section VIII. C. of the University System of Maryland Procurement Policies and Procedures, the University is required to make purchases from and award contracts to “responsible” contractors. The Procurement Officer may use certain factors, including but not limited to a satisfactory record of integrity and business ethics to determine if a bidder or Offeror is responsible. The University has determined that a bidder or offeror’s record of integrity and business ethics includes a demonstrated commitment to providing goods and services in an ethical, and socially and environmentally responsible manner by compliance with all applicable:

- (1) Federal and state labor relations and employment laws;
- (2) Federal and state non-discrimination in employment laws;
- (3) State of Maryland Commercial Nondiscrimination laws;
- (4) State of Maryland, Minority Business Enterprise (“MBE”) laws; and,
- (5) Federal and state health, safety and environmental laws.

The above laws are referred to as “Social Responsibility Laws.” The bidder or Offeror’s compliance with the above laws is referred to as “Social Responsibility.”

B. Each bidder or Offeror shall complete a Social Responsibility Affidavit, in the form that follows, as part of a bid or proposal submitted to the Procurement Officer in response to any solicitation to furnish goods or services of any kind including, but not limited to architectural or engineering services; construction; construction related services; maintenance; consulting; information technology (hardware, software and services); equipment or other commodities.

C. The Procurement Officer shall consider information provided in the Social Responsibility Affidavit to determine if a bidder or Offeror is responsible. A determination that a bidder or Offeror is not responsible may be considered as the basis for eliminating that bidder or Offeror from further consideration for a contract award.

D. After award, the University may terminate a contract for default if the bidder or Offeror did not disclose the requested information; misrepresented relevant information to the Procurement Officer; or was subject to a final judgment of non-compliance with applicable Social Responsibility Laws post-award. In such cases, the University may also institute proceedings to debar the vendor from further State contracts, or pursue such other remedies as may be permitted by law or the contract.

SOCIAL RESPONSIBILITY AFFIDAVIT AND DISCLOSURE

A. The bidder or Offeror agrees that if it is the subject of a final, non-appealable judgment with respect to compliance with applicable Social Responsibility Laws after the date of this affidavit, the bidder or Offeror will immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken or proposes to take to correct the violation. If the contract has been awarded and performance has begun, the vendor shall continue performance until notified by the Procurement Officer of any contrary action to be taken.

B. CERTIFICATION OF COMPLIANCE WITH SOCIAL RESPONSIBILITY

LAWS I HEREBY AFFIRM THAT:

(1) There has been no final, non-appealable judgment made during the last five years against the bidder or Offeror for noncompliance with federal or state labor relations and other employment laws or regulations, including but not limited to the National Labor Relations Act, as amended; the Davis-Bacon Act, as amended; the Fair Labor Standards Act, as amended; the Maryland Living Wage law, State Finance and Procurement Article, §18-101 et seq., Annotated Code of Maryland; the Maryland Prevailing Wage law, State Finance and Procurement Article, §17-201 et seq., Annotated Code of Maryland; federal and state child labor laws; federal minimum wage laws and; the Family Medical Leave Act, except as follows (explain below or add additional sheets):

(2) There has been no final, non-appealable judgment made during the last five years against the bidder or Offeror for violation of federal or state non-discrimination in employment laws or regulations, including but not limited to laws prohibiting discrimination on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or disability unrelated in nature and except so as to reasonably preclude the performance of the employment, except as follows (explain below or add additional sheets):

(3) There has been no final, non-appealable judgment made during the last five years against the bidder or Offeror for violation of the State of Maryland Commercial Non-Discrimination Policy, State Finance and Procurement Article, §19-101 et seq., Annotated Code of Maryland, except as follows (explain below or add additional sheets):

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(4) There have been no instances during the last five years of failure by the bidder or Offeror to meet mutually agreed upon goals for minority business participation (MBE) on projects performed for the University or any other State of Maryland agency, or any other sanctions for MBE program non-compliance; or any final, non-appealable judgment of noncompliance with the State of Maryland Minority Business Participation law, State Finance and Procurement Article, § 14-308 et seq., Annotated Code of Maryland, except as follows (explain below or add additional sheets):

(5) There has been no final, non-appealable judgment made during the last five years against the bidder or Offeror for violation of federal or state health, safety or environmental laws or regulations, including but not limited to the U.S. Occupational Safety and Health Act standards; Maryland Occupational Health and Safety laws, State Labor and Employment Article, § 5-101 et seq., Annotated Code of Maryland, or the Federal Noise Control Act of 1972, except as follows (explain below or add additional sheets):

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Date: _____

By: _____

(print name of Authorized
Representative and Affiant)

(Signature of Authorized Representative and Affiant)

(Company Name)

CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN

Ref: Maryland Board of Public Works Advisory Number 2013-1

1. The undersigned of _____ (Contractor) certifies that, in accordance with State Finance & Procurement Article, §17-705:

(i) It is not identified on the list (see NOTE below) created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement Article; and

(ii) It is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

Or

2. The undersigned is unable make the above certification regarding its investment activities in Iran due to the following activities:

Signature:

Date Signed:

Name of Authorized Representative:

Title:

NOTE: See <http://bpw.maryland.gov/Pages/Debarments.aspx> for the list of Companies Engaged in Investment Activities in Iran. Further information on the BPW Advisory 2013-1, Investment Activities in Iran, is available at <http://bpw.maryland.gov/Pages/adv-2013-1.aspx>

Section L - Evaluation Factors for Award

A. EVALUATION COMMITTEES

The Procurement Officer shall establish separate technical and financial evaluation committees to review and rate the proposals. The financial evaluation committee may be composed of the Procurement Officer and any other individuals appointed by the Procurement Officer. The technical evaluation committee shall be composed of other individuals appointed by the Procurement Officer.

B. ACCEPTABILITY OF PROPOSALS

The Procurement Officer shall determine which Offerors have met the basic requirements of the RFP. Failure to comply with any mandatory requirement will normally disqualify a Offeror's proposal. The Procurement Officer shall have the sole authority to determine whether any deviation from the requirements of this RFP is substantial in nature. The Procurement Officer may waive or permit to be cured minor irregularities or minor informalities in proposals that are immaterial or inconsequential in nature, whenever it is determined to be in the University's best interest. In addition, the Procurement Officer may reject in whole or in part any and all proposals if such is in the University's interest, and may reject proposals that are outside the competitive range financially, without performing a technical evaluation. The University may accept other than the lowest priced offer. The Procurement Officer may conduct discussions with Offerors in any manner deemed necessary to best serve the interests of the University. The Procurement Officer may limit the competitive range to firms highly rated technically by the University for purposes of efficiency. The University reserves the right to make an award to more than one contractor or to split an award among contractors.

C. TECHNICAL EVALUATION

The technical evaluation committee shall conduct its evaluation of the technical merit of the proposals in accordance with the requirements and specifications of the solicitation. The Offeror must satisfy and explicitly respond to ALL the requirements and specifications, including a detailed explanation of how each item listed in the requirements and specifications is to be met. The last phase of this technical evaluation will be the ranking by the Committee of each qualified proposal on technical merit.

The criteria that will be used by the committee for the technical evaluation of proposals for this procurement are listed below in decreasing order of importance. Evaluations will include the Offeror's approach to the requirements as outlined in Section C – Description/Specifications/ Statement of Work, considering the limitations and exclusions of the required benefits.

- 1. Experience in the College Health market and Experience Providing Service to a “University System”-** Demonstrated experience of Offeror and personnel (including key personnel, if applicable). The Offeror must demonstrate the ability to provide all services as requested and demonstrate successful past performance providing services, specifically in the area of higher education. Offeror experience providing comparable student health insurance plans to 4-year public institutions and a “University System.”

2. **Adequacy of Mental Health Services** – Demonstrated adequacy of mental health coverage and network availability in College Park, and demonstrated availability of online or telephone mental health support.
3. **Mandatory Requirements** – Demonstrated understanding of the University's mandatory requirements for the student health insurance program.
4. **Highly Desirable and Desirable Requirements** - Demonstrated understanding of the University's highly desirable requirements for the international travel assistance and insurance program.
5. **Past Performance in Higher Education Setting**- Demonstrated successful past performance providing services, specifically in the area of higher education. Cited references must be able to confirm, without reservation, the Offeror's ability to perform as required in this solicitation. This may include, but is not limited to, samples of demonstrated past performance and references.
6. **User Rating** – Offerors invited to provide an Oral Presentation will provide a Webinar demonstration that will be recorded and publically available for campus users to review. The recorded webinar will be evaluated by the UMD community based on the requirements of this RFP.
7. **Confirmed ability to meet plan design and requirements, including:**
Client Satisfaction, based on references; Financial Strength of the Insurance Carrier; and Proposed Implementation Plan.
8. **Strength of Preferred Provider Network.** Available network in Maryland and Baltimore Metro Areas. Confirmation that there are no geographic limitations for students seeking coverage from the network. Is PPO network a rental network or direct network owned by the Carrier or TPA and if there are fees associated with the PPO?
9. **SHIP Benefit design, considering cost-sharing features** (co-pays, deductibles, maximum out-of-pocket costs); exclusions/limits of coverage; current benefit options (dental, vision programs/discounts); other special no-cost features or optional low-cost benefits provided.
10. **MUST BE APPROVED BY THE MIA BY MARCH 01, 2022 IN ORDER TO BE DEEMED SUSCEPTIBLE FOR AWARD.**

The terms "must" or "shall" are used throughout this document to indicate mandatory requirements. The Offeror's proposal is to state clearly that it meets all requirements and specifications; that is, that the Offeror is fully capable of delivering the items and providing the services as specified in this RFP. Each Offeror must provide a written detailed response to each requirement and specification.

Misinterpretation of requirements and specifications by the Offeror shall not relieve the Offeror of responsibility to accurately address the requirements of the RFP or to perform the contract, if awarded.

The Committee may request site visits for the purpose of evaluating proposals and/or Offeror's

responsibility. The Committee may request additional technical assistance from any source. Industry standard references may be used during the evaluation process.

D. FINANCIAL EVALUATION

The separate financial volume will be distributed to the financial evaluation committee. This information will then be used to establish a financial ranking. Information from the price proposal sheet(s) contained in Section B will be used to compute the total price.

E. BASIS OF AWARD

Financial rankings of proposals will be combined with the corresponding technical ranking to determine a final ranking for each proposal. **Technical merit will have greater weight than price.** The Procurement Officer will recommend contract award to the responsible contractor or

whose proposal is determined to provide overall BEST VALUE to the Universities, considering the technical evaluation factors in this RFP, and price.

F. NEGOTIATION

The University has the right to accept the best proposal as submitted, without discussion or negotiation. Offerors should therefore not rely on having a chance to discuss, negotiate and adjust their proposals.

Offerors who submit proposals initially judged by the Procurement Officer to be reasonably susceptible of being selected for award may be asked to discuss their proposals with the University to facilitate arrival at a contract most advantageous to the University. If the Procurement Officer determines that discussion is in the best interest of the University, the Procurement Officer will advise Offerors in the competitive range to submit a best and final offer for consideration after discussions are held.

However, discussions may not be conducted if the Procurement Officer determines either that discussions are not in the best interests of the University or that discussions need not be conducted: (a) with respect to prices that are fixed by law or regulation, although consideration shall be given to competitive terms and conditions; (b) because the time of delivery or performance does not permit discussions; or (c) because it can be demonstrated clearly from the existence of adequate competition or accurate prior price experience with the particular item that acceptance of an initial offer without negotiation would result in a fair and reasonable price

LIST OF ASSUMPTIONS AND EXCEPTIONS

If there are any Assumptions or Exceptions, please list them and explain below.

[illegible]

[illegible]